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THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 26, 1857.

THE WIDENING OF PROFESSIONAL EDUCATION.

When any discussion is held as to the relative positions of the two branches of the legal profession, it is usual to look to the lowest ground on which they meet. The provincial barrister is very much like the provincial solicitor. Their work is substantially the same. The education they need is not very different. The solicitor feels quite equal to addressing magistrates at the quarter sessions; the barrister feels that he would be very glad to confer directly with his clients if he could but fill his purse in the process. There is nothing, or scarcely anything, to prevent an immediate amalgamation of the two branches if we look at the point where they meet most closely. But it is different when we turn to the higher walks of the profession. The Bar not only enjoys a traditional *prestige*, and is supported in its claims to superiority by all those who have the practical guidance of legislation and the bestowal of offices of emolument and dignity, but it can fall back on a plea which common sense tells every indifferent person is well worth considering. For the interests of the community at large, there should be, it may be urged, a body of lawyers who receive a high legal education, who are conversant with the theory of legal science, who are saved from the routine of mechanical drudgery in order to have leisure to entertain the higher and larger points of law, and to keep up the level of English jurisprudence. English society has but recognised a distinction which can only be disregarded at the peril of degrading the whole system of our law. There is much truth in this, but obviously the distinction rests upon the assumption that it is possible to discriminate, roughly perhaps, but sufficiently, between the provinces of the practical and the scientific lawyer. Hitherto it may have been possible, but we think that there is a cause at work which is rapidly undermining this distinction. It is a cause operating silently, almost imperceptibly, but incessantly, and certain, sooner or later, to produce a great change. We do not venture to predict the shape which this change will assume, but that a change is inevitable we consider obvious to any one who will look at the matter calmly and dispassionately.

The cause to which we allude is the widening of professional education. This one session of Parliament has introduced two great branches of the law into the necessary scope of the education of a solicitor. A solicitor will not like to be ignorant of the law of domicil when his clients may call on him to aid them in proving a will made abroad; and if there is one subject more than another in which the advice of a confidential solicitor will be sought, it will be in the delicate and difficult emergencies of matrimonial disputes. But a moment's reflection will show us how far a knowledge of the law of domicil and of marriage will lead a lawyer. He is taken at once into the region of higher jurisprudence; he has to make himself acquainted with the maxims of the civil law, and with the niceties of the conflict of legal systems. Nor will education necessarily be widened merely because specific fields of study are added. The whole treatment of legal subjects will, in time, be influenced by the study of theoretical jurisprudence, which is every year becoming more common. Text-books will be written in a different way, with more of independent analysis, and a more constant reference to the principles which ought to be common to every code. At every turn, a person who is striving to obtain a good education as a solicitor will find himself impelled to go beyond technical law. He will desire to go to the same fountains from which those who wrote for him derived their inspiration. While English law was an isolated system, a mass of technicalities, justified only by tradition, and appealing more to the memory than the reason, it was, perhaps, desirable that the few superior men who, in each generation, with more or less of conscious effort, were aiming at the improvement and readjustment of the body of the law, should have been left to occupy a peculiar position of importance and dignity, and that the avenues to the higher dignities of the profession should have been jealously guarded. But in proportion as law is improved, made more simple, more coherent, and more scientific, those who receive any education at all above the very lowest must approach law from its scientific side in order to comprehend the general direction in which the legislation of their day is tending, and to master the questions that may practically be submitted to them.

If, then, the higher education of both branches of the profession must inevitably be, in process of time, almost the same, and no solicitor who aims at eminence in his own calling will venture, during the period of his early studies, to neglect the wider field of jurisprudence which lies in the background of positive law, the question will arise, how this education can best be obtained? Every point of this kind must in the long run be referred to the one test of what promises the greatest benefit to the community at large. Now, if we remove ourselves from the arena of professional jealousy, we must pronounce at once that it is for the obvious advantage of the public that every body of men who are to receive a scientific education should receive it in the best possible way, and from the best possible teachers. It is a great source of danger that a superficial smattering of any science like that of law should be encouraged. The legal education of the solicitor in civil law, in the conflict of laws, and in theoretical jurisprudence, to be valuable at all, must be as good as that received by a barrister. In high education everything must be first-rate, or it is valueless. It is possible only to go a short way in the particular subjects, but so far as the subjects are studied at all, they must be studied in the best manner, and with the greatest advantages and aids. Whatever difference may afterwards divide them, the two branches of the profession ought, therefore, to start with exactly the same groundwork of their legal education. And expediency and good sense point out that, so far at least, they ought to receive their education in common. The body that should watch over this education should be the best and highest possible—the teachers the ablest that can be found. Division would be useless, and worse than useless. The Legal University—the institution of which cannot long be delayed—must comprise solicitors as well as barristers among its students.

So far is plain. Professional education must be widened, and it must, up to a certain point, be bestowed on the two branches of the profession in common.

What the ulterior consequences of this educational union may be we do not pretend to anticipate. It may lead to some kind of general amalgamation; but we know that, in England, changes of this sort—altering the habits and modifying the traditions of the upper classes of society—are made very slowly. There need be no apprehension lest any of the advantages of the existing system should be rashly sacrificed. There will be plenty of discussions, and arguments, and delays, and compromises, before the relations of solicitors and barristers are finally settled. But the widening of professional education is not a thing to be argued about and arranged—it belongs, not to the future only, but to the present: it is a necessity and a fact.

NEW LAW COURTS.

Assuming that the dispersion of the various law courts and offices is a great evil, and that the existing accommodation is inadequate, we shall now proceed to state the details of the plan proposed for concentration, and to show how the money may be obtained for carrying it into effect.

We believe that there are not now many persons who contend for Westminster in opposition to a site which would be far more convenient for the great majority of the bar, for nearly all solicitors, and for the larger portion of litigants, jurymen, and witnesses. With some minds, no doubt, the venerable associations connected with the Royal Palace of Westminster are held to be of paramount importance. It has been urged that not only is the body of the barrister strengthened by his daily walk to the ancient Hall, but his soul also is filled with lofty aspirations, and his mental energies are braced for forensic conflicts by the memories which that hoary pile suggests. We have, however, the authority of Mr. Justice Erle for the opinion that these considerations do not operate on more than a very few of the aspirants for business at the outer bar; and further, that if there be any youthful advocate who cherishes historical associations, the best advice his friends can give him is to dismiss them altogether from his thoughts. "Professional exertion," says that learned judge, "is wholly unconnected with antiquarian interest;" and the claim of our ancestors to guide us in the decision of this question was even more effectually disposed of by the late Vice-Chancellor Shadwell, who observed that, if we have felt an inconvenience for any considerable length of time, that is in itself a reason for getting rid of it with the smallest possible delay. To these reflections it is to be added that Sir Charles Barry has declared himself unable to allot a single square foot of additional space to the law courts at Westminster, and he strongly desires to dispossess them of that which they now occupy. And further, we understand that, in order to bring these buildings into some sort of harmony with the new Houses of Parliament, it is proposed to increase their external elevation by a sham façade, the effect of which would be that the lantern lights of the courts would be placed in a sort of well, formed on three sides by the heightened walls, and on the fourth by the Abbey roof—an aggravation of existing inconveniences which we think the most enthusiastic votary of tradition would pronounce intolerable.

Quitting, then, with or without regret, their ancient home, the lawyers must turn their faces eastward, and seek a more eligible abode. If they were guided entirely by architects, we believe there would be little hesitation in fixing upon Lincoln's-inn-fields as the site of the proposed courts. Now we do not doubt that, allowing an unlimited command of time and money to the designer, a very imposing edifice might be erected in the centre of the largest square in London. It may, however, be as well to bear in mind that the construction of a convenient court is a problem of considerable difficulty, and that its solution is not likely to be advanced by attempting it under a supposed necessity of contributing to the architectural embellishment of the metropolis. We may add that the fund which we consider fairly applicable to the erection of convenient courts and offices could not, with the same propriety, be expended in a competition, more or less successful, with the magnificence of continental capitals. It is far from our intention to assert that the proposed new courts are not to be made as handsome as a due regard to economy will permit. All we contend for is, that the convenience of lawyers and suitors should be first considered, and not treated as a mere subordinate portion of the design, which is by no means to be permitted to fetter the artist's genius.

But there are sanitary arguments against encroaching upon Lincoln's-inn-fields. It is urged that, if space be wanted for an extensive building, it should be obtained by clearing for the purpose, and not by the appropriation of the few unoccupied acres which yet remain in the heart of a vast and crowded city. It has, however, been answered by Sir Charles Barry that the courts would only occupy about one-fourth of the whole area, and that the healthful influence of the Fields would be much increased by opening into them several wide streets, which must necessarily be made in order to give access to the Courts. It may be added, that the comparative retirement of this locality would be very suitable for the quiet transaction of judicial business; and if the air of the place be peculiarly healthy, the lawyers would have the benefit of it. Supposing, however, that the open area of the Fields is to be religiously preserved to its full extent, there is another situation of which the advantages are, in some respects, equal, and in others superior, to that above discussed. It is proposed by the Incorporated Law Society, that nearly eight acres of land, bounded by Carey-street on the north, by the Strand on the south, by Chancery-lane on the east, and by Clement's-inn and New-inn on the west, should be purchased and cleared of existing buildings at an estimated cost of £675,000. The Strand would be widened to the extent of 100 feet, and the position of the courts, by the side of that great thoroughfare, would render them generally accessible. At the same time, they would be about equally distant from Lincoln's-inn and from the Temple, and thus the advantages of the proposed change would be more fairly apportioned between the equity and the common law practitioners. It is calculated that the total cost of building and fitting up the courts and offices would be £522,000, and this sum, added to the estimated cost of site, amounts to £1,197,000. It is believed that it would be found profitable to erect chambers on portions of the proposed site, not immediately required for the new courts and offices, and the value of ground-rents thus obtained would go in reduction of the proposed outlay. And, besides, there is the value of the present sites of the courts at Westminster, and of the various Chancery and Common Law offices, which might be sold by Government on the completion of the proposed scheme; and there are also other offices for which rent is now paid to some of the inns of court, and the value of this rent ought obviously to be contributed by Government towards the expense of the new offices. These deductions altogether are estimated at £523,500, and the ultimate cost of site and building is thus brought down to £673,500.

We feel the strongest possible conviction that the country would obtain a very good bargain indeed if a million of money were to be advanced out of the national exchequer to complete, as speedily as possible, a suitable edifice for the transaction of all that portion of judicial business which necessarily centres in the capital. It is probable that every lawyer who reads this paper could confirm, from his own experience, our statement that the proposed change would considerably

facilitate the performance of his own duties. Some authorities have gone so far as to assert that the business done by solicitors and their clerks at the various law offices might, under the proposed system, be transacted in one-half of the time now occupied; and if this be so, it necessarily follows that the charges to clients would be reduced in nearly the same proportion. Perhaps we cannot put our argument in more forcible terms than this. The expenditure of the lawyer's time is equivalent to that of the client's money; and here is a certain means of economising the first, and therefore the second also. Really we are disposed to think that a prudent and frugal House of Commons, if once satisfied of this truth, might, with great propriety, vote a million sterling, for the purpose of carrying out the plan. But it is not necessary to apply to Parliament for any portion of the required sum. There exists in the Court of Chancery a fund of upwards of one and a quarter million stock to which nobody possesses any legal right, and which may therefore, with great propriety, be employed in providing for the required outlay. This large sum has arisen in the following manner:—Money has been paid into Court, but no order has been obtained for its investment. The Bank of England, however, doing as other bankers do, has invested a certain proportion of the cash thus placed in its hands; and the interest of such investments, with the accumulations, after allowing a fair profit to the Bank, has been employed from time to time in the purchase of stock, which now amounts to the sum above mentioned. To the produce of these investments it is held that the suitors have no legal claim; and, even if they had, such claim would, in the great majority of cases, be very difficult or impossible to prove. Still it would be prudent to guard against the contingency of demands upon the fund, and, therefore, it would be provided that Government should pay interest upon the sum advanced, and give security for the repayment of the principal.

We shall perhaps endeavour, on another occasion, to explain more fully the vast advantages, immediate and remote, of the scheme of concentration here proposed. For the present we will add but one remark. It is probable that many persons, when they hear for the first time of Chancery holding in its hands a million and a quarter of money, to which nobody living has any claim, may become loud in their denunciation of the delays and abuses of that Court. To this we answer, that, for accelerating and improving the procedure of that and the other chief tribunals, concentration of all the branches of all the Courts under one roof will do far more than all the agitation and declamation of speakers, writers, and societies, and all the machinery that Parliament or Government can contrive. If only the House of Commons can be induced to authorise the carrying out of this, which, be it observed, is a lawyers' plan, they will have effectually provided against the recurrence of an evil for which it cannot be denied that the lawyers of a former generation must be held responsible.

Legal News.

Mr. George James Johnson, a partner in the firm of Tyndall, Son, and Johnson, solicitors, of Birmingham, has been appointed to the Professorship of Law in Queen's College, in that town, vacant by the resignation of Mr. C. R. Kennedy, barrister-at-law. We understand that Mr. Kennedy's class of students was very small; but it is expected that Mr. Johnson's acquaintance with the kind of aid which articled clerks require in their studies, and his ability to render it, united with his popularity amongst them, will tend to increase the number of students in this department of the College Mr. Johnson is a young man just commencing practice. We believe that he served his articles in the office in which he is now a partner. During his clerkship he was an active member of the Law Students' Society in Birmingham, and the ability and legal knowledge he displayed there have gained him a high reputation among the articled clerks and junior members of the profession.

We shall observe Mr. Johnson's conduct in his Professorship with a very friendly interest. It is most important that, in every one of our great towns, there should be, if possible, a Professor of Law to guide the studies of the numerous clerks articled there. The creation of such Professorships would go a long way towards insuring that improved professional education which it is most desirable that the rising generation of solicitors should possess. Many of the difficulties which have been felt by the Incorporated Law Society in devising means to effect this object would be removed by the existence in our chief provincial towns of Professors who should command with a numerous class the influence and popularity which are likely to be enjoyed by Mr. Johnson. The experiment of appointing a solicitor to their Professorship appears to have been made by the Council of Queen's College under good auspices, and we heartily desire that Mr. Johnson may not disappoint the hopes that have been formed respecting him. Perhaps a time may come when the selection of a solicitor for such an office will not be regarded as a new or strange thing. We certainly hope to see such a time, believing that the profession, and society generally, would benefit by the changes which must come along with it.

COURT OF BANKRUPTCY.—*Sept.* 23.

In re The Royal British Bank.

This was an adjourned sitting for the examination of the Directors of the Royal British Bank.

Mr. *Mason* (Mason & Sturt), with Messrs. *Cooper & Stevens*, attended for Messrs. Gillott, Butt, and Hurst. There were also present Mr. *Sleigh*, Mr. *Venning*, Mr. *Freshfield*, Mr. *Coleman*, &c., representing Directors and other parties. Mr. *Linklater* appeared for the assignees.

Mr. *Linklater* said that the assignees had originally proposed that a dividend sitting should be held that day; and it was hoped on 24th of June that the realisation of the estate would be so far advanced as would enable them to make a final dividend. That had been interrupted by the proceedings of a gentleman of whom the assignees wished to recover £16,000; but he declined to have the matter settled by a court of common law, and had appealed to the Court of Chancery, who had directed him to pay in the money as security. In consequence of the vacation, that money would be locked up until November, when, no doubt, the matter would be settled, as the facts were within a very narrow compass. There had also been litigation at Hamburgh respecting charges which Mr. Humphrey Brown should have paid, and the assignees had just received a telegraphic message that they had been successful, and there would be about £1,200 coming from that source. The assignees had been unsuccessful in their endeavours to dispose of the Welsh mines, which had been so often referred to, and on which £120,000 had been expended. Great efforts had been made to carry out the general compromise with the shareholders, but there had been great difficulties to contend with consequent on the dissolution of Parliament on the 8th of March. On the 4th there was a numerous meeting at Freemasons' Hall, when it was agreed to take 16*s.* 6*d.* in the pound; 10*s.*, he firmly believed, would be the dividend paid under the bankruptcy, and 6*s.* 6*d.* was to come from the shareholders. Before the assignees proceeded with the Bill in Parliament, a guarantee fund of £10,000, in case the compromise was not carried out, was subscribed, to which Mr. Stapleton and Mr. Alderman Kennedy very liberally contributed; and if, at the end of another month, that compromise was not carried out, that fund would be forfeited, and the assignees would give no further time, and the creditors could again proceed against the shareholders individually. Observations had been made by some with reference to the prosecution; and it was imagined that the *ex officio* information filed by the Attorney-General embraced all the points in his Honour's judgment. But there had been no information as to the manner in which the original charter was obtained from the Board of Trade, or as to the repre-

sentation made to the Board of Trade at the time the supplemental charter was obtained. The information embraced the point on which all were interested—viz. Whether the Directors conspired together with intent to defraud the shareholders and the public.

A gentleman in court said the parties upon whom most opprobrium should be heaped would escape. He considered that the original parties, who represented they had a capital of £100,000, when only £80,000 was subscribed, should be prosecuted. If that representation had not been made, he should not have lost all his money, but only a few hundreds on the shares he had taken up. £20,000 had been employed, he believed, to rig the market.

Mr. *Linklater* said, a communication had taken place with the Attorney-General as to whether another information should not be added. He had numerous clients who were anxious to contribute or present their cases to the Court separately. Men of property must expect to part with a considerable part of their estate, and the best thing that could be done would be to follow out the spirit of the Act of Parliament. There would be £170,000 required to pay the creditors 6*s.* 6*d.* in the pound; and if the shareholders understood the vast importance of the compromise, no doubt the money would be forthcoming. The right of individual creditors to proceed for the recovery of their debts must be somewhat controlled by the statute, and each application against a shareholder must depend on its own peculiar circumstances. No such Bill could have been passed but for the aid of the assignees, and great benefit is likely to result from it, while at the same time a great scandal will have been removed from the profession to which my friend and I belong. Proceedings have been taken which have resulted in ruin to many shareholders, and the solvent shareholders have been compelled to leave the country. A general compromise, to be sanctioned by the assignees and by the Court, would be most advantageous, as well for the shareholders as the creditors, and, if carried out, the 16*s.* 6*d.* in the pound would be paid; but there can be no question that the proceedings by individual creditors have very seriously prejudiced that compromise. No time should be lost on the part of the shareholders in determining at once whether that compromise should be carried out. In justice to the assignees, in justice to the creditors and those shareholders who are willing to contribute to the extent of their means, I am bound to state, that, whatever may be the result either of compromise or the application for individual discharge of the shareholder, that our best thanks are due to the assignees for the pains they have taken. It was obvious, in the very first instance, that in a remedial measure of this kind no effort on the part of the shareholders could be successful unless supported by the assignees. The Bill was framed and carried with the joint assistance of my friends, Mr. Linklater and Mr. Field, who undertook the management of the details elsewhere, and the result is to place the shareholders in a position of temporary and comparative safety; but it would be a most ungrateful return if the shareholders do not take advantage of the opportunity afforded them, and contribute for the general compromise. Many I represent, who have returned in consequence of this Act having passed, will use their best exertions to carry it out. The amount is very large (£170,000), but I do believe that if shareholders knew the vital importance to themselves in carrying out this compromise, the amount might be subscribed. My friend has alluded to the conduct of the assignees. I can only say that they have well and zealously discharged their duties. The proceedings which have been referred to have been taken independently of this Court. Whatever the result of the indictments against the directors might be, the world would be satisfied that justice had been done.

After some further discussion, the proceedings were adjourned to the 26th November.

Sept. 24.

In re Thomas Dean, Solicitor.

This was the first meeting for the proof of debts and appointment of trade assignees under the bankruptcy of Thomas Dean, an attorney, who was made bankrupt as a scrivener, formerly of Staple-inn, and since of Barnes, and King's Bench-walk.

Messrs. *Roy* and *Cartwright* appeared for the petitioning creditor, G. Tatham, Esq., of Margate. The exact amount of liabilities, in the inextricable confusion of the bankrupt's affairs, cannot at present be ascertained, but they are said to range between £20,000 and £30,000. Mr. Stubbs, the messenger, has taken possession at both Barnes and King's Bench-walk. The furniture at the latter place is valued at £80; and at the former, the private residence of the bankrupt, the furniture is stated to be of the most costly character, and to have been taken possession of by a mortgagee. There appear to be no assets. The bankrupt's letters are, in accordance with an order issued by the Court, redirected to Mr. Graham, the official assignee, and warrants will, it is stated, be granted for the bankrupt's apprehension, and placed in the hands of experienced officers; in addition to which Webb, the active deteetive, has been employed by the Bank of England, who have been forged upon to the extent of £1,100, to trace the fugitive.

Proofs to the amount of £10,000 were tendered, and admitted without opposition. One was on behalf of Colonel Wright, retired on full pay from the Royal Artillery, and a relative of the bankrupt. It was for £5,050, which was deposited with the bankrupt ten years ago for investment. Bankrupt paid interest for ten years on the amount; but on his flight it was discovered that there was no security.

A proof on behalf of Mr. Jones, of Gibson-square, Islington, was admitted under precisely similar circumstances.

There was also a proof for £1,654 on behalf of Carter, a builder. The original bill was £3,916 for improvements and alterations in the bankrupt's premises, of which £2,200 odd had been paid off. Admitted.

The next was on behalf of Alexander Jones, a bill discounter, of the Paragon, Old Kent-road, for £200. Admitted.

The following gentlemen were appointed trade assignees:—Mr. Charles Ward, 217, Strand, manager of the London and Westminster Bank; and Mr. John Jones, of 68, Gibson-square, gentleman. The appointment with the approval of the Court.

The examination meeting is fixed for the 3rd of November at one o'clock, when, if the bankrupt fails to snrrender, the usual proclamation of outlawry will be made.

It is our painful duty to record the death of Mr. Simpson, who has long held a prominent position in this town and county. He was one of the oldest members of the legal profession in Derbyshire, having been in practice more than forty-five years, during which long period his career had been marked by untiring business habits, and by an amount of probity which secured for him general and uninterrupted confidence. His advice was on all occasions eagerly sought by the Conservatives of Derbyshire, among whom his known undeviating principles, and his professional connection with many of the first families of the county, gave him a large amount of influence.—*Derby Mercury.*

BRISTOL DISTRICT COURT OF BANKRUPTCY.—

September 22.

(Before Mr. Commissioner HILL.)

Re William Henry Smith.

The bankrupt, who was a barrister, and member of the South Wales Circuit, failed in June, 1846, as a newspaper proprietor and printer. No dividend was paid on this occasion. In May of the present year he was again gazetted as a brickmaker, carrying on business at Swansea. The allowance of a certificate was opposed by Mr. *Edlin*, of the Western Circuit (instructed by Mr. Charles *Taddy*, solicitor, of Bristol), on behalf of Mr. Frederick Lambe, Merchant, of Lombard-street, London, who was formerly in partnership with the bankrupt. Mr. *Clifton* (from the office of Messrs. W. Bevan & Girling, solicitors, Bristol) supported the bankrupt.

The COMMISSIONER delivered judgment:—This was an application for a certificate by William Henry Smith, who is described as of Swansea, in the county of Glamorgan, brickmaker, in a petition whereon he was adjudged a bankrupt on the 16th of May last. In the year 1846 the applicant himself sued out a fiat in bankruptcy in this Court, and in the same year received his certificate. On that occasion, although the balance-sheet held forth large expectations of dividend, yet the assets were insufficient to defray the cost of the proceedings, so that no dividend was received by the creditors. On the former occasion the applicant failed as a newspaper proprietor and a printer. He now ascribes his failure to his embarking in trades of which he had but a slight knowledge. As the applicant is a barrister, the fact of his not being conversant with either of the trades in which he has been engaged is highly probable; although, as he recommenced business after his first bankruptcy without capital, the present position of his affairs might not have been very different, however great his capacity for conducting the concerns of a brickmaker. The present application for the allowance of the certificate was not resisted by the assignees, or by more than

one of his creditors. Mr. Lambe, however, the opposing creditor, who has proved a debt for 2,235*l.* 13*s.* 6*d.*, has made out a very serious case of misconduct against the bankrupt. It appears that in the month of March of last year Mr. Lambe, being desirous of employing his capital in manufactures, advertised his readiness to become a partner in some established concern. The bankrupt answered the advertisement. Mr. Lambe, who then resided in London, repaired to Swansea, and entered into negotiations with the bankrupt for a share in the brick-making trade, and at length agreed to pay £1,500 as the premium for admission to a third share in the concern, and also as the purchase-money of a third share in the plant and stock. It was further agreed that Mr. Lambe should have assigned to him one-third share of the bankrupt's interest in the lands and premises wherein the business was then carried on; and also that a lease from the Duke of Beaufort to the bankrupt, granting a right to get the clay used in the manufacture of the bricks, should be assigned to the firm. This agreement was formally incorporated with a deed of co-partnership, and the whole transaction appears to have been conducted with deliberation; yet at this very time all the plant and stock had been transferred to the bankrupt's solicitor, Mr. Strick, by a bill of sale duly registered, given to secure the repayment of a debt of £1,048, bearing interest at 10 per cent. per annum, Mr. Strick to enter at any time into possession on one day's notice, unless principal and interest were then immediately paid. And with regard to the assignments to be made to Mr. Lambe and to the firm, the whole property so to be dealt with was under mortgage, for amounts which, as it now turns out, leave no surplus. Passing by various parol statements of the bankrupt unfounded in fact, and having for their object to inspire confidence in the security of Mr. Lambe's investment (which comprised other advances than those specified), the Court is driven by the evidence to the conclusion that the new partner was inveigled by fraud into a concern which Mr. Strick, the holder of the bill of sale, might have stopped at any moment, and that such fraud was not the offspring of sudden temptation, but was carefully concocted and matured. Soon after the dissolution of the partnership Mr. Strick enforced his claims, swelled by a new loan and arrears of interest, which extended not only to the stock and plant, but to the household furniture of the bankrupt, thus reducing the assets to a trifling amount, quite insufficient to defray the costs of the bankruptcy, unless the proceeds of the bill of sale can be recovered by the assignees from Mr. Strick. The bankrupt held forth, and it is just possible he may have sincerely entertained, great expectations of the value to be realised from some building land, of which he became the owner at a low price by the generosity of a friend. This land, however, which was heavily and repeatedly encumbered, has been sold by the first mortgagee, and the produce of the sale is insufficient to satisfy the other incumbrancers. The unhappy result for the creditors is a deficit of upwards of £13,000, subject to a reduction of some £1,400 if the assignees are successful in their action against Mr. Strick. Under all these circumstances I cannot bring myself to believe that I should not betray my duty to the opposing creditor and to the public if I allowed any certificate or afforded any protection to the bankrupt. The application must, therefore, be wholly refused.

THE LONDON, MANCHESTER, AND FOREIGN WAREHOUSE COMPANY (LIMITED).

A special meeting of this company was held on Monday at the company's warehouses, 91, Watling-street, to take into consideration the propriety of dissolving the company. The chair was taken by Mr. Costeker, one of the directors.

The company, it should be stated, was formed in January, 1856, with an assumed capital of £50,000, in 5,000 shares of £10 each, and upon which £8 per share has been paid. The directors were Mr. Costeker, Mr. Lowry, Mr. Holyland, Mr. Cramping, Mr. Sharland, and Mr. Laishley. Of these Messrs. Cramping and Lowry resigned before the completion of the registration; and the company has practically been carried on by Messrs. Costeker, Holyland, Sharland, and Laishley.

At a recent meeting, at which the half-yearly report of the directors was not adopted, the report set forth that a loss of £29,000 had been incurred during the 18 months trading, and that the liabilities of the company at that time amounted to £20,000, while the assets, consisting principally of stock, fixtures, leases, and book debts, were represented at £35,000, subject to realisation. The principal dissentient shareholder at the time was Mr. G. Harding, the holder of 125 shares. Since that time Mr. Harding has published a pamphlet, which, among other things, contains the following charges:—1. That the directors had expended the whole of the capital, as by prior arrangement, in the purchase of a bankrupt's stock, being compelled to raise money on loan from Messrs. Quilter and others in order to commence the trading; 2. That having purchased leases and fixtures at the cost of £10,400, those leases and fixtures represented assets in the balance-sheet of Christmas last of £12,600, being an increase on cost of £2,200; that the market for these securities, which appeared to have risen so conveniently at Christmas, had subsequently experienced a more than equivalent depression, for it appeared that the loss on leases and fixtures between December, 1856, and June, 1857, was £6,062, they having in that intermediate time sold for £1,186 what they estimated in December, 1856, at £7,248; 3. That after having in February last confirmed the resolution that 5 per cent. should be divided among the shareholders out of profits, the directors sacrificed, without notice, £80,000 worth of stock, and the business for which the company was incorporated; 4. That losses to an enormous amount had been thereby occasioned; and that the present position of the company was really this—the total loss of its paid-up capital, and a prospect of a further call of £2 per share.

Mr. *Proud* proposed a resolution that the company be wound up voluntarily, and read a statement of the position of the company, which he believed warranted an opinion that a sum of £11,000 might be returned to the shareholders.

Mr. *Sharland* also made a statement respecting the position of the company. The company had still stock to the amount of £11,000. They had also good book debts to the amount of £7,000 or £8,000. The company's trade debts did not now exceed £400. There were certain loans by directors and their friends, which it was proposed to pay last. There was no chance of any one succeeding in obtaining a winding-up order in the Court of Bankruptcy. If the company were wound up voluntarily, there would probably be a small surplus; if not, the shareholders would probably be called upon for a further payment of £2 per share.

In reply to further questions, the chairman said, the company was liable upon £1,500 of its bills, as well as upon the claims referred to.

Mr. *Philps* preferred a voluntary winding-up; he had a great dread of the Court of Bankruptcy.

A Shareholder observed, that of late the directors of public companies seemed to close all discussion just as they pleased, by holding before the eyes of the shareholders the fearful effects of the Bankruptcy Court.

It was ultimately carried unanimously that the company should be wound up voluntarily, reserving to the shareholders the right of obtaining a satisfactory reply to Mr. Harding's charges against the directors.

The French Tribunals.

The Court of Assizes of the Seine commenced on Tuesday with the trial of Carpentier, Grellet, Guerin, and Parod, for the extensive robberies of the Northern Railway, amounting to about 6,000,000f.

It appears from the evidence that Carpentier and Grellet entered the service of the Northern Railway Company when it was first formed. They were then very young, but by attention and intelligence they attracted the notice of their chiefs, and the former was after a while appointed sub-cashier, and in 1856, cashier. The latter after being chief clerk of the office of the deposit of shares, was made sub-cashier, still remaining at the head of that office. On August 26, only some months after his promotion to the cashiership, Carpentier obtained from one of the directors leave of absence for a few days, on the pretext that he was about to marry, and the next day Grellet absented himself begging an employé to say, in the event of any of the directors asking after him, that he had gone to the Bank of France on business. No attention was excited by the absence of the two men till the 1st September, when Carpentier's father waited on one of the directors to say that both his son and Grellet had disappeared. On this the director, who was the Marquis Dalon, made a hasty examination of their accounts, and found them apparently perfectly regular; but upon a more searching investigation robberies and frauds to an enormous amount were discovered. It was then ascertained that the two men had been very intimate with Parod, who was an old schoolfellow and townsman of Grellet; and that in conjunction with him they had speculated largely on the Bourse ever since 1852, their operations at first

being successful, and afterwards the reverse. It was subsequently discovered that on the 27th Carpentier had sailed from Havre to New York, and had written to Grellet to tell him so; that Grellet had gone to Liverpool, and had proceeded thence for the same destination; and that Parod, with a female named Felice Duhut, with whom he had lived for some time, and by whom he had had two children, had also fled from Paris to Liverpool, and had sailed in the same vessel with Grellet to New York. Lastly, it appeared that about the same time Guerin—who had been in the service of the railway company, first as watchman of the baggage, and next as watchman of the cash office, at a salary of only 1,200 francs, but who had left the company in October, giving out that he had inherited a fortune, and who had purchased land, built houses, and made loans of money—it appeared this man had gone to Brussels, and from thence to London, where he was staying under a false name. As the frauds and robberies had been committed in the office which he had to watch, it was supposed that he must have been concerned in them, and in September he was arrested at London. The other three were not captured in America until some time afterwards. Though the 30,000 shares of Baron de Rothschild had appeared to be untouched, on a close examination it turned out that 5,065 of them had been taken away, and had been replaced by 5,065 others removed from the deposits of other shareholders. The safe in which they had been deposited had been forced open, and as Grellet and Carpentier could open it with keys, it was almost certain that the extraction must have been made by Guerin, unknown to them. In the cellars of the company were other safes, in which were deposited shares belonging to different holders, and these safes were fastened with three locks—two of the keys of which were held by Carpentier and Grellet, the third by a director. Yet these safes had been opened, and 240 shares belonging to the Marquis de Lentilhac had been taken from the envelopes in which they had been placed; thirty-four other envelopes, containing shares belonging to twelve different persons, had also been opened, and 5,512 shares had been abstracted from them. Of these 5,512, 5,065 had been placed in the collection of Baron Rothschild. There consequently remained 447, which, added to the 240 of the Marquis de Lentilhac, made 687; and, consequently, this total, added to the Baron's 5,065, made 5,752. This vast robbery was not the only one committed; 1,000 bonds of 500f., numbered from 384,001 to 385,000, had been abstracted from the counterfoil registers which contained them. Some time after it was ascertained that the accounts, though apparently perfectly regular, presented a deficit of 1,166,543f. 52c., consisting first of a sum of 900,000f., which had been falsely inscribed as having been paid into the Bank of France, and next one of 266,543f., falsely inscribed as having been paid to the accountants of the company. The indictment then proceeded to relate the circumstances of the arrest of the four prisoners, and said that Carpentier was found in possession of a sum of 108,720f.; Grellet of 22,901f.; and Parod of 55,890f.—in all 187,511f.; in addition to which there is reason to believe they have, jointly or separately, secreted part of their booty. As to Guerin, when arrested, he possessed various houses at Paris or in the environs, estimated at 310,000f., securities for loans made by him to the amount of 142,000f., 1,415 coupons of shares of the Northern Railway, an acknowledgment of 160,000f. for goods sent to Valparaiso, and, lastly, when he fled from Paris to Belgium he carried with him 60,000f. in notes of the Bank of France. The indictment next went on to say that Carpentier and Grellet had confessed to the robberies and frauds, and had stated that they had made them in order to raise funds to meet losses incurred at the Bourse with Parod, with, however, the intention of making restitution in the event of the speculation being successful. As to Guerin, it appeared that he had speculated on his own account, and that in 1854, 1855, and 1856 his operations amounted to the enormous sum of 43,000,000f.

The trial has not yet concluded.

The Court of Assizes of Aveyron has been occupied for the last two days in the trial of a man named Joseph for murder. The singularity of the case consisted in the prisoner being able to overcome his two victims. It appears that in the month of May two workmen returning from Nimes to their homes were met near Ganges by the prisoner, who begged permission to travel with them. The three men stopped at various public-houses on the road, and Joseph speedily became acquainted with the history of his two companions. They were returning to their families after some months' absence, and had with them a certain amount of money, which they had earned by hard work. On arriving at a village, the two men proposed stopping there for the night, but Joseph proposed to them to go on a little further to a field, where they might sleep without expense. On the following morning a boy discovered the two men, bathed in blood, extended on the ground. One of the men was dead, but the other recovered. On his evidence Joseph was arrested. The prisoner sought to prove an alibi, but failed; the testimony of the man who had recovered, and of persons who had seen the three men together, was conclusive, and the accused was sentenced to death.

On Wednesday, the Court of Assizes of the Vaucluse tried a man, named Mabille, for robbery and forgery. A Scotchman of the name of Herbertson, being on a tour, took up his residence at the beginning of June in an hotel at Avignon, and there he formed an acquaintance with a Frenchman residing in the house, named Clinchamp. Although he could scarcely speak French, and the other knew nothing of English, considerable intimacy sprang up between them; but on the 14th June the Scotchman missed from his room a portmanteau containing clothing, a ring, some seals, and five letters of credit of the Union Bank of London, and on the same day his pretended friend Clinchamp disappeared without paying his bill. He was naturally suspected of being the thief, and it turned out on inquiry that he had sold the stolen seals to a jeweller in the town. He was traced to Lyons, and it was there ascertained that he had made several purchases of wine, pictures, &c., and had in payment offered letters of credit of the Union Bank in the name of Herbertson, but that they had not been accepted. The police proceeded to the hotel at which he had taken up his quarters, but found that he had left for Paris, abandoning some of the effects stolen from Herbertson, and amongst them the letters of credit. To these last he had forged Herbertson's name. The police of Paris immediately made a search, and before long arrested him. It then turned out that he was a liberated convict, who had been condemned to hard labour for forgery, and that he had shortly before committed forgery at Saumur. He was declared guilty by the jury, and was sentenced to fifteen years' hard labour.

Legislation of the Year.

20 & 21 VICTORIÆ, 1857.—(*Continued.*)

CAP. XXXIII.—*An Act to regulate certain Proceedings in relation to the Election of Representative Peers for Ireland.*

Immediately before the Union, and in anticipation of that event, the Irish Parliament passed an Act (40 Geo. 3, I.) "To regulate the Mode by which the Lords Spiritual and Temporal and the Commons to serve in the Parliament of the United Kingdom on the part of Ireland, shall be summoned and returned to the said Parliament." By this Act, which was recited in, and incorporated with, the Act of Union (39 & 40 Geo. 3, c. 67), it was provided, among other things, that, whenever the seat of any of the twenty-eight elected Lords Temporal of Ireland should be vacated, the Chancellor or other Keeper of the Great Seal of the United Kingdom for the time being, upon receiving a certificate under the hand and seal of two Lords Temporal of the Parliament of the United Kingdom, certifying the decease of such peer, or on view of the record of attainder of such peer—should direct a writ to be issued, under the Great Seal of the United Kingdom, to the Chancellor or other Keeper of the Great Seal of Ireland for the time being, directing the issue of a writ by the Clerk of the Crown in Ireland to every temporal peer of Ireland "who shall have sat and voted in the House of Lords of Ireland before the Union," or whose "right to sit and vote therein, or to vote at such elections, shall, on claim made on his behalf, have been admitted by the House of Lords of Ireland before the Union, or after the Union by the House of Lords of the United Kingdom." Notices of such writs, and of the peers to whom they were addressed, were directed to be forthwith published by the Clerk of the Crown, on any such vacancy occurring, in the *London* and *Dublin Gazettes*; and to each writ was to be annexed a form of return, with a blank for the name of the peer to be elected, to be filled up within fifty-two days from its date by the voter, and subscribed with his seal of arms. It was also provided, that (with the exception only of the representative peers of Ireland, who had taken the proper oaths, and signed the declaration, on taking their seats in the House of Lords of the United Kingdom), no peer of Ireland should make a return to such writ unless, *between the date of its issue and that of its return*, he shall have taken the oaths and signed the declaration required from the Lords of the United Kingdom before they can sit and vote in the Parliament

thereof—such oaths and declaration to be taken and subscribed either in the Court of Chancery of Ireland, or before a justice of the peace there; and a certificate thereof, signed by the Registrar of the Court or the justice, to be transmitted by the voter with the return, and to be annexed to the record of the writ and return deposited in the Crown Office of Ireland.

Some of the above arrangements having become out of date, or insufficient for existing exigencies, the Act under discussion is intended to amend them; and, with that object, it enacts by (s. 1) that the Clerk of the Crown in Ireland, on a vacancy arising, shall be directed, under the Great Seal of Ireland, to issue voting writs, not only to the peers entitled to receive them, according to the provisions of 40 Geo. 3 (I.), but "also to every peer in respect to whose right to vote at the election of representative peers, the House of Lords shall have directed a certificate to be sent to the Clerk of the Crown in Ireland, stating that the Chancellor or Keeper of the Great Seal of the United Kingdom had reported to the House that the right of such peer to vote had been established to his satisfaction, and that the House had ordered such report to be sent to the said Clerk of the Crown in Ireland." This alteration of the previous enactment on this subject may possibly be required to meet cases in which, in accordance with the 4th article of the Union, the House of Lords have taken upon them to decide a "question touching the election of a Lord Temporal of Ireland to sit in the Parliament of the United Kingdom."

As for the "oaths" above mentioned, they are those of allegiance, supremacy, and abjuration; which must be taken by each member of either House before he sits or votes, as required by 30 Car. 2, st. 2, and 1 Geo. 1, sess. 2, c. 13—the penalties for not doing so being preserved by 15 & 16 Vict. c. 43, though the disabilities formerly attaching to such neglect were taken away by the statute last named, as being "unnecessarily severe." Roman Catholics, however, are now enabled to take the oath prescribed in 10 Geo. 4, c. 7, in the place of these oaths. And as to the "declaration" above mentioned: this—which was against transubstantiation, the invocation of saints, and the sacrifice of the mass—was taken away by the same statute of Geo. 4; and as regarded *Protestants*, as well as Roman Catholics. As to these oaths, the Act under discussion, dispenses with any limitation of time during which they must be taken, in order to qualify the voting peer to make his return—if they are taken in the House of Lords. By the provision recited in the Act of Union, they must be taken "between the issuing of the writ and before the day on which it is returnable;" but by the Act under discussion (s. 2) "any peer of Ireland who has taken and subscribed *in the House of Lords*" the oaths of allegiance, supremacy, and abjuration, or, in the case of Roman Catholics, the oath prescribed by 10 Geo. 4, c. 7, "may make return to the writ." The Act under discussion, further facilitates the taking of the necessary oaths, by declaring that they may be taken and subscribed before any of the following authorities:—1, The House of Lords; 2, any of the superior courts of law or equity in England, as well as in Ireland; 3, any division, or before any Lord Ordinary, registrar, or other proper officer, of the Court of Session, or any sheriff, in Scotland; 4, any lord lieutenant of any county in Great Britain or Ireland; 5, any member of the Privy Council; 6, the judge, registrar, or proper officer of any district county court; 7, any British ambassador or accredited minister, or the secretary of any British embassy or mission; or 8, the governor, lieutenant-governor, or governing officer of any of the colonies or possessions abroad, or any of her Majesty's judges residing therein.

It is noticeable that the Act under discussion commences with the recital of the Irish Act of 40 Geo. 3 (I.), and states, that, *by it*, certain provisions were made, &c., and that it is expedient to amend the same. It is obvious, that, to make the preamble correct, it should have been further recited that the Irish Act was adopted by and incorporated in the Act of Union; respecting which last statute the Act under discussion is altogether silent. It is also somewhat singular, that, among the authorities specified as those before whom the oaths may be taken, are not to be found *consuls*, or consular agents; although these officials are enabled, by 18 & 19 Vict. c. 42, to take affidavits abroad, in most instances.

CAP. XXXV.—*An Act to amend an Act passed in the 15th & 16th Victoriæ, intituled "An Act to amend the Laws concerning the Burial of the Dead in the Metropolis," so far as relates to the City of London and the Liberties thereof.*

By 15 & 16 Vict. c. 85 (the Act above referred to), provisions were made for the appointment of "Burial Boards" in the several parishes of the metropolis (with the exception of parishes within the limits of the city and liberties of London, *i.e.* the *London* parishes), with various powers and authorities; some of these to be only exercised with the approval of the vestry of the particular parish. As to the London parishes, power by the same Act was given to the Common Council to direct the London Commissioners of Sewers to exercise, in reference to such parishes, the powers and authorities given to the respective "burial boards" of the different metropolitan parishes. But the London parishes numbering more than one hundred, it was found impracticable to obtain the consent of all of them to the uniform exercise of those powers and authorities which, by 15 & 16 Vict. c. 85, were made dependent on vestry consent. One object of the Act under discussion is to remove this difficulty; and it does so by making (s. 2) the consent or approval of the *major part* in number of the vestries of the several London parishes sufficient to enable the Commissioners of Sewers (who are, in effect, the London Burial Board) to exercise all the powers and authorities intrusted by 15 & 16 Vict. c. 85, to the respective Metropolitan Burial Boards—in those cases in which, by that Act, any vestry consent at all is required.

Again, by 15 & 16 Vict. c. 85, s. 37, power was given to the vestry of each parish, with consent of the bishop of the diocese, to fix, revise, and vary the fees of the incumbent, clerk, and sexton thereof, in respect of interments. But the Common Council having authorised the purchase of a cemetery at Little Ilford for the joint use of all the *London* parishes, the Act under discussion proceeds (s. 1 and schedule) to fix the fees to be taken by the incumbents generally of the London parishes, for interments in the consecrated portion of such cemetery—such fees "to be in satisfaction of all claims on the part of such incumbents to fees of every description, whether in respect of burial in vaults, of graves, or of the erection of monuments, gravestones, or tablets, or of monumental inscriptions in the said cemetery"—the Act reciting that the consent of the bishop, and of the *major* part of the vestries of the London parishes, had been obtained to such scale of fees.

It will be observed, that the scheduled fees are those only payable to the *incumbent*. In the 15 & 16 Vict. c. 85 (ss. 32, 33, 35, 36, 37, and 50), arrangements are made as to the fees payable also to churchwardens and clerks, sextons and others, for parochial or other purposes. By the 3rd section of the Act under discussion, these, however, are not to apply to the *London* parishes; but fees are (by s. 4) to be settled and determined by the Commissioners, as the London Burial Board, with the approval of the major part in number of the vestries of the several London parishes.

By s. 5 of the Act under discussion, the Commissioners, as the London Burial Board, are directed to pay such fees to incumbents, in quarterly payments "to such person or persons as shall by such incumbents, or the major part of them, be appointed from time to time to receive them"—such fees to be applied according to a scheme agreed upon by the major part of such incumbents, with the consent of the bishop.

The Commissioners (acting as such Burial Board) are empowered, by s. 6 of the Act under discussion, also to fix, "without prejudice to the fees payable to incumbents under this Act," and with the approval of the Home Secretary (see 18 & 19 Vict. c. 128, s. 7), a scale of fees for the burial in the cemetery of persons *not* residing within the city or liberties of London. And, by s. 7 of the Act under discussion, the chaplain or chaplains appointed, under "the 39th section of the said recited Act," by the incumbents of the London parishes to perform the burials in the said cemetery, are directed to conform to all such regulations of the Commissioners as are not inconsistent with the Rubric. It is noticeable, that the last "recited Act" is the 18 & 19 Vict. c. 128. The 15 & 16 Vict. c. 85, however, is the one intended.

The 9th and last section of the Act under discussion contains a provision for the expense of obtaining and passing that Act. The costs are directed to be paid out of the consolidated rate authorised by the City of London Sewers Act, 1848." The provision here meant is that contained in the 168th section of 11 & 12 Vict. c. 163; by which a rate (not exceeding 1*s.* 6*d.* in the pound in any one year,) may be made on the owners and holders or occupiers of property within the City, for the several purposes therein specified.

Recent Decisions in Chancery.

MORTMAIN—VALIDITY OF BEQUESTS TENDING TO BRING LAND INTO MORTMAIN, THOUGH NOT IN TERMS WITHIN THE PROHIBITION OF THE STATUTE 9 GEO. 2, C. 36.

Philpott v. *St. George's Hospital*, 5 W. R. 845.

This is a case of very great importance, in which the House of Lords has overthrown the doctrines by which the Courts of Equity had in several cases endeavoured to defeat bequests in favour of charity, as being within the spirit, though not within the letter, of the Mortmain Act. The terms of the statute 9 Geo. 2, c. 36, are extremely clear. The thing prohibited is the giving of land, or money to be laid out or disposed of in the purchase of land, for any charitable purpose, except by deed executed and inrolled in the manner prescribed by the statute. The cases on the subject turn for the most part on two questions—the one, what constitutes an interest in land within the meaning of the statute; the other, what is the application of money in bringing land into mortmain which was forbidden to be made except by inrolled deeds. The first question involves much difficulty, and has given rise to many not perfectly harmonious decisions as to whether mortgages, tolls, shares in companies possessing land, and other like matters were to be considered land within the meaning of the statute. The present case, however, involved only the second question, which, but for the decisions which had aimed at extending the law, would seem to be sufficiently simple.

It was very soon settled that a bequest of money for the purpose of building was, in effect, a bequest for the purchase of land, and consequently void under the statute. Lord *Hardwicke*, indeed, in *Attorney-General* v. *Bowles* (2 Ves. sen. 547), intimated, that, if land already in mortmain could be secured, the bequest would be good to enable the trustees to build upon it, notwithstanding that the testator expressly contemplated the purchase of land, as well as the erection of buildings upon it. But this decision was questioned at an early period, and has long since ceased to have any authority; the law being well settled, that a bequest *simpliciter* to build, is by implication a bequest to purchase land, and therefore void by the letter of the statute. It is not enough, to make the bequest good, that the trustees should in fact procure land which had been previously in mortmain; but it must be shown that the will does not purport to authorise the purchase of land—for if it does, no *ex post facto* arrangement can prevent the statute from avoiding the gift altogether. It is not necessary to refer at length to the numerous cases by which this point was ultimately settled; but we may mention Lord *Eldon's* decision in *Attorney-General* v. *Parsons* (8 Ves. 186), which is fully supported by the recent judgment of the House of Lords.

Even where the testator suggests an alternative, and directs his trustees, in general terms, to build, adding a request that they would beg some other person to give the requisite site, the gift is void. This was *Mather* v. *Scott* (2 Keen, 172), in which Lord *Langdale* held that the terms of the bequest did not preclude the trustees from purchasing land if they thought proper, and that it was therefore bad. This doctrine also is upheld by the decision of the House of Lords; and it may be considered as perfectly settled law, that any bequest of money for building, which leaves it open to the trustees to buy a site if they cannot succeed in begging one, is bad.

The *Attorney-General* v. *Davies* (9 Ves. 535) carries the operation of the statute a step further. There the testator gave personal estate to a society upon condition that they would convey certain lands for a charity, and that was held to fall within the express prohibition of the statute, because it differed in name only from a purchase, the money being given as a consideration to induce the legatees to convey lands for a charitable purpose. This decision likewise is sanctioned by the House of Lords; and the Lord Chancellor observed, with reference to it, that, if a testator promised to devise land to A., with the understanding that A. should give that land to a charity, for the endowment of which the testator intended to provide out of his personal estate, and if the will were made accordingly, the gift would, in fact, be void by reason of the secret trust, because it would be, in substance, a gift of land to trustees for a particular charity.

The actual case which we are now considering was exactly that which the Lord Chancellor suggested, except that the secret trust, if it existed, was not proved. The testator, Lord Beauchamp, devised a piece of land, in the hamlet of Newland, absolutely. He also directed his trustees to pay £60,000 out of his pure personalty to the trustees of certain contemplated almshouses in case any person should, within twelve months after his (testator's) decease, at his own expense, purchase or give a suitable piece of land in Newland for a site, and such land should be legally dedicated to charitable purposes. The devisee of the land did give it to the charity, following the formalities required by the Statute of Mortmain, but there was no case made of any secret trust or understanding for the purpose; and the question was, whether, under those circumstances, the gift of £60,000 was within the statutory prohibition. It is obvious that such a transaction is not a gift of money to be laid out in the purchase of lands, and is, therefore, not within the letter of the statute. The idea that the word "purchase" in the statute could be read in any other than its ordinary sense was emphatically repudiated by the House of Lords, and, though pressed in argument, does not appear to have been at all the foundation of the judgment which has been overruled. But the Master of the Rolls, following his own previous decision in *Trye* v. *Corporation of Gloucester* (14 Beav. 173), and relying upon certain dicta in *Attorney-General* v. *Whitchurch* (3 Ves. 411), *Pritchard* v. *Arbouin* (3 Russ. 456), *Giblett* v. *Hobson* (3 My. & K. 517), *Mather* v. *Scott*, and other cases, deduced the proposition that a bequest is void which tends directly to bring fresh lands into mortmain; and held accordingly, that the gift of the £60,000 was bad as offering such an inducement, and violating the spirit of the statute.

The House of Lords reversed this decision, the principle on which their judgment proceeded being thus summed up by the Lord Chancellor:—"In one sense it is perfectly true that this bequest has a direct tendency to bring lands into mortmain—it is a solicitation, it is something which may operate as an improper pressure upon some one else to bring lands into mortmain. But I must own, I think this is not the way in which any court of justice has a right to deal with prohibitory statutes. Prohibitory statutes prevent you from doing something which formerly was lawful; and whenever you find that anything that is done is substantially that which was prohibited, I think it is perfectly open to the Court to say that that is void—not because it comes within the spirit of the statute, or tends to effect the object which the statute meant to prohibit, but because, by reason of the true construction of the statute, it is the thing, or one of the things, actually prohibited. What is prohibited is the giving money to be laid out in the purchase of lands. . . . I assume, in the observations which I am about to make, that this transaction is, as it purports on the face of it to be, an independent gift of £60,000 for the maintenance of certain almshouses, if, within a year after the death of the testator, somebody else should give lands and build such almshouses. Now, that is not struck at by the words of the statute." His Lordship then, after going through the authorities, considered that they did not support the enlarged doctrine of the Master of the Rolls; and, with the concurrence of Lord *Brougham* and Lord *Wensleydale*, the decision below was reversed.

WINDING-UP ACTS—PERSONS TAKING SHARES ON THE FAITH OF FALSE REPORTS BY THE DIRECTORS NOT LIABLE AS CONTRIBUTORIES.

In Re Royal British Bank; Ex parte Brockwell, 5 W. R. 858.

The decision in this case, though possibly a strictly logical deduction from the theory of the old Winding-up Acts, puts in a very strong light the inadequacy of those statutes to secure the effectual winding-up of the affairs of an insolvent company, and the due protection of the creditors of the concern. The facts were these:—A Mr. Brockwell, in common with many other persons, had taken shares in the Royal British Bank in the early part of 1855, on the faith of the fraudulent reports issued by the directors, in which the bank, though really insolvent, was represented as a flourishing institution. Mr. Brockwell was duly returned and registered, and persons dealing with the bank had the same reason to rely on their security against his assets as against any other member of the concern. If, therefore, a question had arisen directly between a creditor and Mr. Brockwell, it is not easy to see how the latter could have escaped the liability which apparently attached to him in his character of a registered partner in the defaulting bank. Indeed it was expressly decided, in *Henderson* v. *Royal British Bank*, *In re Goddard* (5 W. R. 286), by the Court of Queen's Bench, after a general conference of the common law judges, that it was no answer to a creditor's application for leave to issue execution against a particular shareholder, that he (the shareholder) had been induced to take shares by the misrepresentation or fraud of other shareholders. As Lord *Campbell* observed, "It would be too much to say, that, having become a partner in the bank, holding himself out as a shareholder, and

so remaining until the concern stops payment, he should be at liberty to say, 'I am no longer a shareholder; I have been defrauded, and I will get rid of my liability to the creditors of the bank.' That (said the Lord Chief Justice) would be monstrous injustice. Supposing this to be the case of a common partnership, where credit has been given to the firm, and judgment obtained in an action against it, would it be any answer to a creditor to say that one of the partners sued was induced to become a member of the firm by the fraud of the other partners? *That circumstance might perhaps be admissible as between one partner and another; but, so far as a creditor is concerned, it is wholly immaterial.*"

The suggestion contained in the last sentence from Lord *Campbell's* judgment, which we have italicised, is the foundation of the judgment of V. C. *Kindersley* in the case now under consideration. We do not understand the Vice-Chancellor to have questioned the liability of Mr. Brockwell to proceedings at law at a creditor's suit, but he held that Mr. Brockwell could not be a contributory, on the ground that the sole object of the Winding-up Acts was the adjustment of the liabilities of shareholders *inter se*, and not the provision of redress for the creditors of the concern wound up. The reasoning of the Vice-Chancellor was shortly this:—Mr. Brockwell was induced to take shares by the fraud of the directors. The acts of the directors in issuing false reports must be taken to be the acts of the company. Therefore, the company, and all the shareholders therein, are precluded from asserting any claim to contribution against Mr. Brockwell, and he cannot be placed on the list of contributories. There is no doubt, that, if the winding-up proceedings are to be treated as matters pending solely between shareholder and shareholder, this decision was inevitable, and it is pretty clear that that was the idea of the Winding-up Acts. When they were passed, it was thought that the creditors were sufficiently armed with their common-law powers of issuing execution; and the Acts were accordingly framed simply to insure a correct apportionment of liability among the shareholders themselves. On the literal interpretation of the statutes, the decision can, perhaps, scarcely be questioned; but it is not less the fact, that, in its practical working, the winding-up machinery has been regarded quite as much as an engine to give creditors their due as a mere apparatus for adjusting the rights of shareholders. Now that the Act of last session has substantially annihilated the legal powers of creditors, they have very little else to rely on than the effect of winding-up proceedings; and it is a curious result, that a shareholder, who is pronounced in a court of law to be unquestionably liable to every creditor, cannot be made to contribute to the only fund out of which it is possible to get payment of a debt. If the powers of creditors were, as the Winding-up Acts impliedly assume, sufficient to secure payment in full from one source or another, it would be quite immaterial to them whether the list of contributories contained a name more or less, and there would be justice as well as law in the doctrine that creditors have nothing whatever to do with the settlement of the list; but, although in theory the question is merely between shareholders *inter se*, it becomes, in every case where there are not funds to pay 20*s.* in the pound, practically a question between the creditors as a body and each particular contributory. Had it been legally so, the judgment in Brockwell's case must have been the other way; but the Vice-Chancellor has decided, that winding-up proceedings are to be treated as litigation between shareholder and shareholder; and, though it is difficult to escape his reasoning, it is equally difficult to avoid the conclusion, that the law now provides no remedy for creditors, even against those whose liability to the debts of an insolvent company is expressly established by judicial precedents. Mr. Brockwell, according to *Henderson's case*, is answerable for all the debts of the Royal British Bank, but there are no means whereby he can be made to contribute a farthing for the purpose.

Correspondence.

EDINBURGH.—(*From our own Correspondent.*)

William and Edward Elias and Richard Williams, Pursuers, v. *Black*, Defender: July 14, 1854; Dec. 1, 1855; July 9, 1856; and Jan. 24, 1857.

This was an action of reduction and declarator. The facts, as stated by the pursuers, were, that, prior to Feb. 27, 1849, Williams, one of the pursuers, was sole owner of the schooner Joseph Howe, of Liverpool. That, on Feb. 27, 1849, he mortgaged the vessel to the other pursuers for £200 advanced, and for money to be advanced not exceeding £300. That, on a voyage, in Dec. 1848, from Limerick to Bristol, with grain belonging to a Mr. Germain, the vessel was driven by a storm to Tobermory, in the Island of Mull, where she found shelter after suffering some injuries. That, on learning what had happened, Williams went to Tobermory, and put himself in communication with the defender, who was "agent for Lloyds' there," in consequence of which the defender "assisted him in getting workmen to repair" the vessel, and also to procure "sails and cordage for refitting her to prosecute the voyage." That the cargo was landed and stored. That the defender did all he could to accumulate expenses, "for the purpose and with the design of acquiring the vessel for himself," and with that view paid off the master and crew without authority, and so prevented the prosecution of the voyage and the earning of freight. That, on March 14, 1849, the defender raised an action before the sheriff against Williams and the master of the vessel for 189*l.* 2*s.* 7½*d*, as advances made by him on account of the vessel and cargo, and to the master and seamen. That nothing in relation to the cargo was done for behoof of Williams, but solely for behoof of and on the employment of the owner of the cargo. That the whole was charged against the vessel in the hope that Williams might be unable to meet the accumulated sum, and that so decree in absence might be obtained. That, at the time the action was raised, Williams and the master were domiciled Englishmen, not subject to the jurisdiction of the sheriff, and against whom no jurisdiction had been constituted That, notwithstanding this, the defender, having restricted the conclusions of his summons, obtained decree on April, 4, 1849, in absence against Williams and the master for 133*l.* 11*s.* 4½*d.*, besides expenses. That the defender further arrested and dismantled the vessel on the dependence of this action. That one of the Eliases, the other pursuers, having heard of the arrestment, went to Tobermory, and, founding on the mortgage before mentioned, made application on behalf of himself and his brother to have the arrestment recalled. That the defender opposed the application. That, after considering the record which had been made up, and hearing parties thereon, the sheriff refused the application, and found the pursuers, the Eliases, liable in expenses. That, after obtaining the decrees above mentioned, the defender, on April 17, 1849, raised an action against Williams and the master in the same court, concluding that the vessel should be publicly sold by warrant of the sheriff, and the proceeds applied in liquidating the sums decerned for on April 4, as above mentioned, and also the expenses of the arrestment and of the process of sale. That, at the date of this action, Williams and the master were domiciled Englishmen, not subject to the jurisdiction of the sheriff, and against whom jurisdiction had not been in any way constituted. That the Messrs. Elias were not called as parties. That, notwithstanding, decree was pronounced as craved; that, thereafter, the defender prayed the sheriff to appoint two parties to inventory the vessel, and fix the upset price, and suggested two of his own friends for that purpose. That the sheriff granted this prayer; that the vessel was inventoried, and the upset price fixed at £160, which was less by £300 than her real worth; that these proceedings were not intimated to the master or any of the pursuers. That, on the application of the defender, the sheriff ordered the vessel to be sold after certain insufficient advertisements. That she was purchased by the defender, who was preferred to the purchase, the only other offerer being one Duncan, "*who was in his* (the defender's) *confidence, and was a person of no credit or responsibility, being at that time, or shortly before, a notour bankrupt.*" That Duncan made one offer; that "*this offer was authorised and connived at by the defender for the fraudulent purpose of getting up an apparent competition, when there was none in reality.*" That Williams protested against the sale. That the defender was at once the exposer and purchaser of the vessel. "That he betrayed and sacrificed the interests of the pursuers, and of all others interested in the said vessel, with the '*fraudulent and collusive*' design of acquiring the vessel at a low and inadequate price." That the defender, having been put in possession of the vessel by the sheriff, traded with her on his own account, against the remonstrances of the pursuers, and obtained a new certificate of registry in his own name. That the vendition in security remained uncancelled on the old certificate. That the pursuers did not dispute the defender's account so far as it consisted "of advances and disbursements on account of repairs and furnishings to the vessel *bonâ fide* made." That the Messrs. Elias were willing that the defender should be preferred to them for such advances and disbursements.

The defender averred that the vessel had received much

greater injuries than the pursuers set forth. That, on the 19th Dec. 1848, the master put her into his hands for repair. That, about the beginning of January, Williams came to Tobermory, approved of the master's acts, watched the progress of the repairs made on the vessel, and directed the cargo to be removed and stored. That, on 13th March, 1849, after the repairs were completed, the master and Williams docqueted the defender's account as correct. That this account included the charges for the cargo. That the action raised on 14th March was served personally on the master and on Williams; and that both were then subject to the jurisdiction of the sheriff. That the demand contained in that action was restricted because the owner of the cargo paid the charges applicable thereto, amounting to 55*l.* 11*s.* 3*d.* That, not being able to pay for the repairs, Williams, with the knowledge of the other pursuers, offered them as security for the defender's account; and, when they were declined, concocted the mortgage with the view of getting the arrestment recalled, and obtaining possession of the vessel. That the mortgage was got up for the purpose of defrauding the defender, being executed on the 27th Feb. 1849, subsequent to the execution of the repairs. That, in point of fact, no advances were made by the Messrs. Elias; that the mortgage was not a formal and legal deed. That the action raised on 17th April, 1849, was served on Williams personally; that both he and the master were then subject to the jurisdiction of the sheriff. That the persons appointed to inventory the vessel were not friends of the defender's, but neutral persons; that all the proceedings in that process were in regular form, and that the price paid for the vessel was ample. The charges of fraud and collusion on the part of the defender were peremptorily denied, as well as all design to acquire the vessel at an under value; and it was averred that the whole proceedings connected with the sale were fairly and honestly conducted. In other respects, the statements made by the pursuers were admitted as qualified by the defender's averments above mentioned.

The pursuers asked reduction of the whole decrees in the actions before referred to, in respect that the sheriff had no jurisdiction; that the defenders were not duly cited; that the proceedings were in absence; that the Messrs. Elias were not called; and that sufficient intimation of the application to have the vessel inventoried and the upset price fixed, was not given. The pursuers further pleaded that the purchase of the vessel was "void and inept in respect—(1) that it was incompetent and illegal for him (the defender) to purchase the said vessel at a sale conducted at his own instance, and mixed up, as he was, with the whole arrangements in reference thereto; (2) in respect that his conduct at and in reference to the sale was *fraudulent and collusive*, and calculated to secure the vessel to himself at an inadequate price, to the pursuers' prejudice." The pursuers further pleaded that the defender's title was bad in respect of various objections to the registry of the vessel and the certificate of registry; but, as these pleas were never discussed, they need not be further referred to.

The defender pleaded the regularity of the proceedings sought to be reduced. That no claims could be maintained in respect of the mortgage, because it was fraudulent. That, in any view, the mortgage could not compete with the defender's prior claims. That the defender's title to the vessel being legal and valid, he was entitled to use her as his own.

The case was debated before the Lord Ordinary on the question of jurisdiction and various other points; and on 17th July, 1852, his Lordship repelled "the reasons of reduction founded on alleged want of jurisdiction in the sheriff, and the whole other reasons of reduction in so far as they relate to the decree and proceedings in the action of constitution against Davis, the master, and Williams, the owner of the vessel, and in so far as they relate to the decree and proceedings in the application at the instance of William and Edward Elias, for loosing the arrestment of the vessel which had been laid on pending the said action of constitution," and appointed "parties to be heard on the other parts of the cause." To this interlocutor the Lord Ordinary added an elaborate note explaining the reasons of his judgment. The pursuers allowed this interlocutor to become final.

The pursuers then asked that the case should be sent to a jury to determine the facts relative to the sale. The issues proposed by them did not put the question of fraud and collusion. The defender insisted that this should be done; in consequence of which the pursuers, on 23rd June, 1854, asked leave, which was granted, to delete from the record the words which will be found in the previous narrative printed in italics. The parties were still unable to agree upon the form of the issues, in consequence of which the case was reported to the first division of the court on 27th June, and on 14th July thereafter the following issues were settled:—

"It being admitted, that, at and prior to the 25th day of July, 1849, the pursuer, Richard Williams, was sole owner of the schooner 'Joseph Howe,' of Liverpool; and it being further admitted that the said vessel was sold on the said 25th day of July, at Tobermory, under a warrant of the sheriff substitute of Argyleshire, obtained in absence of the pursuers at the instance of the defender, and that the defender purchased the said vessel at the price of £170; and it being further admitted, that, at and prior to the said 25th day of July, 1849, the said William Elias and Edward Elias were registered mortgagees of the said vessel under and in terms of the indenture and deed of mortgage numbers four and eighteen of process.

"Whether the said vessel was brought to sale and purchased by the defender wrongously and illegally, to the loss, injury, and damage of the pursuer, Richard Williams.

"Whether the said vessel was brought to sale, purchased, and possessed by the defender wrongously and illegally, to the loss, injury, and damage of the said William Elias and Edward Elias."

On the same day the pursuers lodged a minute, stating "that they abandoned all objections in reference to the sale and purchase of the vessel, on the ground of informality of the legal proceedings; and further, that, in deleting from the record certain statements and pleas of fraud and collusion under the interlocutor of the Lord Ordinary on 23rd June, 1854, they meant to depart, and accordingly do hereby depart, from fraud and collusion as a separate ground of reduction, and agree that, under the issues, they shall not be allowed to lead evidence of fraud and collusion.

The case was tried on 31st July, thereafter. The pursuer, Williams, was examined, and proved the original price of the vessel. A man, Fraser, proved that the defender had insured her for £400. M'Callum, a writer in Tobermory, proved the regularity of the proceedings at the sale, and that the defender's agent, Mr. Pirie, was present. It was admitted that Mr. Pirie acted for the defender in the process of constitution, and also in the process of sale, and that the accounts put in were incurred on such employment. Mr. Hunter, a ship-broker in Greenock, proved the amount of advertisements generally made on the sale of a ship, and spoke as to the value of such a vessel as that in dispute. Some other loose evidence as to value was led, and various documents were put in, among others the advertisement of the vessel for sale, in which parties were directed to apply to Mr. Pirie for further particulars. The defender was also examined, and stated, *inter alia*, that when the action of sale was raised he had no intention of purchasing the vessel; that he never intended to do so; that his agent, Mr. Pirie, advised him at the sale to bid; and that, after he bought the vessel, he had expended £170 on her. Duncan proved that he offered what he thought was the full value of the vessel; but it came out on cross that the two valuators settled the upset price to be put upon the vessel in Mr. Pirie's office. It was also proved that the vessel was lost while in the defender's possession. The following special verdict was returned:—"On the first issue, the jury find that the vessel was brought to sale and purchased by the defender to the loss and damage of the pursuer, Williams; but whether this was wrongous and illegal, the jury—this being a question of law—cannot say, and leave to the Court, on considering the notes of the evidence and the documents, to determine the said question, and, according as the same may be determined, to enter up the verdict for the pursuer or defender.

"On the second issue the jury find that the vessel was brought to sale, purchased, and possessed by the defender; and find that no actual loss has been proved to be sustained by the mortgagees in consequence of the said sale and possession; but whether the said proceedings of the defender were wrongous and illegal, and whether the mortgagees have, in law, any title or interest to challenge these proceedings, the jury—these being questions of law—cannot say, and leave to the Court, on considering the notes of the evidence and the documents, to determine these questions, and, according as the same may be determined, to enter up the verdict for the pursuers or defender.

After the trial, the case first came before the Court on the 1st December, 1855, on a purely incidental question. The defender's country agent had been cited by the pursuers as a witness, and, when the trial came on, was, according to rule, directed to leave the court with the other witnesses. He refused on the ground that his client required his services in court, which was admitted to be a good ground. He claimed 21*l.* 13*s.*, being payment for his whole time after receiving

citation. The pursuers offered 8*l.* 8*s.*, or to leave the auditor of court to settle the amount. The Court thought the proposal reasonable, and counsel agreed at the bar that 10*l.* 10*s.* should be paid.

On July 11, 1856, the case came before the Court to discuss the question in whose favour the verdict should be entered up. The pursuers, upon the first issue, argued that the purchase by the defender was illegal in respect of the fiduciary character held by him—that he was bound to sell the vessel at the highest price that could be got; but that, if he became a purchaser, it was his interest that the price should be low—that he had certain duties to perform, and could not be allowed to place himself in a position that could conflict with the performance of these duties—that, from his position with regard to this vessel, he had a control over the proceedings, besides having means of knowledge which other people had not, which he might use to his own advantage; that he might mislead intending purchasers, to the prejudice of those with whose property he was dealing, and who were entitled to demand that any surplus should be accounted for to them—that this conflicting interest put him in the same position as a common agent selling under a ranking and sale, or a creditor selling under a bond—that, with regard to the loss, all that was required to be proved was legal or constructive loss, such as that the pursuers had been put to risk—that here it was clearly proved that the vessel had been sold at an under-value.

Upon the second issue it was attempted to be shown, that the mortgagees had suffered loss by the illegal possession of the vessel, and, in particular, that they suffered by the vessel being sent on more perilous voyages; but the case of the mortgagees was argued without confidence.

The authorities quoted were, 3 Sugden on Vendor and Purchaser, 225 and 228; *York Buildings Co.*, 8 Brown's Reports, by Tomlins, 42; 2 Bell's Com. 266; *M'Kellar*, 8 March, 1817, F. C.; Bell on the Personal Diligence Act, p. 99; *Taylor*, 20 January, 1846, 8 Court of Sess. Rep. 400; *Blaikie*, 1 M'Queen, 461; Smith's Leading Cases, p. 131.

The defender pleaded, under the first issue, that when he brought the action of sale he had no fiduciary character for the pursuers, and had not acquired that character since—that he had no such character, in respect that the vessel was handed over to him for repair—that he had the mere custody of it—that, even if it had been pledged to him, he could not sell it without judicial authority; but that she was not pledged, because a master had no power in a home port to pledge a vessel—that, applying for judicial authority to sell did not make a man a trustee—that, when he so applied, the defender had no duty to perform to Williams at all—that he was acting adversely to him, and exercising a right of his own in the only way in which he could exercise it, for there was no other way in which the machinery of the law could be put in motion to work out his rights—that the Court, and not he, was the seller—that he had nothing to do but look after his own interest—that he had no authority from his debtor to sell, differing from a creditor in a bond who sells under the mandate of the debtor, and not by the authority of the Court, and is, therefore, under an obligation to account to the debtor for his acts, as in the case of Taylor. That, in a ranking and sale, the common agent is charged with the interest of every one concerned—of the creditors, and of the party having the reversionary interest—and that he must produce a reversion if possible; that, in a sale demanded by an individual creditor, the Court takes charge of the interest of all other parties concerned. That Pirie was only authorised to operate payment of the defender's account in a legal manner, and, if he did anything more, he exceeded his mandate, and Black was not responsible.

The defender pleaded, under the second issue, that the mortgagees could not suffer any loss in that character; that the mortgage was not affected by a sale, and that no doctrine was better settled than that a mortgagee not in possession could secure his interest only by insurance.

The authorities relied on by the defender, besides those referred to by the pursuers, were *Maxwell*, 21 Jan. 1823; *Jeffrey*, 16 June, 1826; *Hodson*, 1 Glyn. & Jam. 12; Bell's Com. 161.

The Lord President, who delivered the judgment of the Court, said:—The question is, whether the double position the defender occupied was inconsistent with what the law recognises as necessary to protect the owner from risk. The action of sale was at the instance of Black, who followed it out by the usual procedure. Whether, in all the details, the best course was taken, is not the question; there is no reason to doubt the honesty of Black. Pirie was the agent of Black, and was his representative in every stage of the proceedings.

The summons of sale describes the vessel as in the custody of Black from the first, whether legally pledged is not the question. The summons is pursued by Black; the valuation is ordered by the sheriff at his suggestion; the advertisements refer to his agent; and the whole proceedings show that they were for the behoof of Black, Pirie acting as his agent. I perfectly believe, that, while these proceedings were in progress, there was no intention on the part of Black to purchase this vessel. He says that his agent suggested to him at the sale that he should purchase it, and he did so. But all this brings the present case within the principle of those where purchases by parties interested have been set aside. It is impossible to say that a party who takes so complete a management of a sale, as Black did in this case through Pirie, is not a trustee for all interested. He had the custody of the vessel. He had the control of the process of sale. He could bring on the sale at a time suitable to himself. He suggested the valuators, who, although acting with perfect honesty, might yet be known to him to hold views which would suit his purpose. His agent might give information that might mislead, or he might withhold information that ought to have been communicated, and so might deter or discourage parties from buying. I do not say that any such things were done; but it was in the defender's power to take such advantages. If he had only set agoing the sale by raising the summons, and then leaving the Court to carry out the sale upon the necessary applications, it is difficult to say that it might not have been perfectly legal for him to become the purchaser. But when he buys the vessel, having had all these opportunities and advantages, whether used to the disadvantage of the owner or not, the law will not maintain him in his position; for it cannot discover whether they have been used injuriously or not, and therefore regards, with peculiar jealousy, any such transaction. We can, therefore, have little doubt in holding, however severe it may be, that the law cannot recognise this purchase, and that therefore the verdict on the first issue must be entered up for the pursuer, Williams.

With regard to the second issue, the verdict is differently expressed; it finds that no actual loss or damage was sustained by the mortgagees, and so raises the question as to their interest to challenge the proceedings in the process of sale. Looking to the evidence in connection with the verdict, it is plain that it must be entered up for the defender.

On 24th January, 1857, the verdict was applied as entered up, and the Court, *quoad* Williams, reduced, decerned, and declared in terms of the conclusions of the summons, in so far as regarded the decree in the action of sale and the certificate of registry, in the defender's favour, and declared that the defender had and has no right to the vessel; *quoad ultra*, the Court assoilzied the defender, except as to expenses, with regard to which a remit was made to the auditor of court to tax the accounts of Williams and the defender, distinguishing (1) the expenses applicable to the part of the case disposed of by the interlocutor of 17th July, 1852; (2) those occasioned by that part of the record which was withdrawn averring fraud and collusion on the part of the defender; (3) those occasioned by the presence of the Messrs. Elias as pursuers; (4) those incurred in the discussion upon the verdict, separating those applicable to the first from those applicable to the second issue. And in this position the case appears to stand at present.

EXCESSIVE CLAIM FOR FEES BY ARBITRATORS.

To the Editor of THE SOLICITORS' JOURNAL & REPORTER.

SIR,—I have lately been concerned in a reference to arbitration, the circumstances attending which, both as regards a point of practice, and in relation to the charges of the arbitrators, may be useful as well as interesting to your readers.

The question referred arose between my clients and a railway company, as to the loss of water to a brewery, for which loss compensation was by the special Act directed to be made by the company, such compensation, in case of difference, to be settled by arbitration in the manner directed by the Railways Clauses Consolidation Act.

My clients, being unable to agree with the company, appointed Mr. Thomas Webster, of Pump-court, in the Temple, as their arbitrator; the company appointed Mr. Hoggins, Q.C.; and those two gentlemen appointed Mr. Bliss, Q.C., as their umpire.

The reference was first proceeded on at Maidstone; and the three gentlemen named came down to Maidstone in the evening previously to the day appointed, and on the following morning viewed the premises, and then proceeded with the reference;

and, after a fair day's work, adjourned until the following day when the matter was further proceeded in until between two and three o'clock, when, an arrangement being suggested, an adjournment was decided on.

The further proceedings took place at Westminster during four days at the end of the last long vacation.

On the two first of those four days, the proceedings were carried on from about half-past ten to between three and four o'clock. On the third day there was again a discussion about an arrangement, which led to an adjournment about two o'clock; and on the fourth day (the 27th Oct.) nothing was done, except to discuss and agree on the terms of arrangement, the heads of which were ultimately reduced into writing by the arbitrators, and signed on behalf of the parties; and it was understood that such heads were to be the basis of the arbitrators' award. The only point not agreed on was by whom the costs of the arbitrators and umpire were to be paid; and this point was left to their determination, and the meeting broke up between one and two o'clock.

It will have been thus seen, that the time those gentlemen were occupied on the reference was two days at Maidstone and four days at Westminster, during the long vacation, two of those four days being short days; and that all that remained for them then to do was to put the agreement made between the parties into the shape of an award, and to meet and decide by whom their own charges were to be paid.

I was astonished by receiving, in a few days afterwards, a letter from Mr. Hoggins' clerk, stating that the award would be signed, and be ready for delivery on a certain day, upon payment of 908*l.* 5*s.*, the amount of the arbitrators' charges.

As I could not, by any calculation that I could make, arrive at more than about half of this sum—putting, as I thought, very liberal sums for all the arbitrators' services—I advised my clients not to pay, or take any part in the payment of, such a sum, unless they were compelled to do so.

I believe that the company's solicitor was as much astonished as myself at this demand; and it is assumed that it came to the knowledge of one or more of the arbitrators that the charge was thought excessive, as it was made known that the award would be delivered on payment of 847*l.* 7*s.* This reduction did not, of course, satisfy me, and I made the company's solicitor acquainted with my dissatisfaction, and endeavoured to come to some arrangement with him for resisting the payment. He, however, paid the money, and took up the award without my knowledge, stating afterwards that he was not aware of any possible mode of having the charges reduced.

It turned out that my clients were directed to pay one-third of the arbitrators' costs, and the company the other two-thirds; and, upon their third being demanded of my clients, they, under my advice, refused to pay.

Upon consideration, it appeared to be doubtful, first, whether the Courts had any power, under the Railways Clauses Act, to interfere at all; and secondly, whether, the arbitrators being barristers, their charges were amenable to taxation, there having been, as it was understood, no case referring such charges to taxation. I was, however, determined to try what could be done; and, upon application to Mr. Justice *Erle*, in the Bail Court, he granted a rule *nisi* to refer the charges to taxation, expressing doubts whether he had any power to make an order, but stating that justice required that something should be done. This rule was made returnable at Chambers, and Mr. Justice *Coleridge*, before whom the case was heard, after taking time for consideration, made the rule absolute.

The Master required the solicitor to the Railway Company to obtain accounts, showing the details of the arbitrators' charges; and, accordingly, accounts were delivered, amounting in the whole to 840*l.* 6*s.*

It will be observed that the first demand made was 908*l.* 5*s.*; that there was then a reduction to 847*l.* 7*s.*; and at last, when particulars were required, the detailed accounts were made to show a less sum than the arbitrators had already actually received.

Mr. Hoggins' and Mr. Webster's accounts each amounted to 287*l.* 16*s.*, and were made up as follow:—

	£	s.	d.
June 28—Attending at Guildhall	10	10	0
July 3 do. do.	10	10	0
„ 25 do. at Maidstone	105	0	0
„ 25—Attending meeting	15	15	0
„ 26 Same	15	15	0
Oct. 23 Same, at Westminster	15	15	0
„ 24 Same	15	15	0
„ 25 Same	15	15	0
„ 27 Same	15	15	0
„ 28 Same	15	15	0
„ 30 Same	15	15	0
Nov. 3—Attending meeting	10	10	0
Expenses	8	10	0
	271	0	0
Clerks' fees	16	16	0
	287	16	0

Mr. Bliss's account amounted to 264*l.* 14*s.*, and was similar to those of Messrs. Hoggins and Webster, except that the two first items of 10*l.* 10*s.* were omitted, and that his clerk's fees were charged at 14*l.* 14*s.* instead of 16*l.* 16*s.*

I have already stated the time occupied in the proceedings on the reference.

The two charges of 10*l.* 10*s.* made by both Messrs. Hoggins and Webster were for preliminary meetings of about half an hour each at Guildhall, the first of such meetings being an abortive one, as Mr. Hoggins knew was likely to be the case before it was held, and when he refused to allow it to be postponed, as he was requested to do. Three meetings are charged for at a gross cost for such three meetings of £126, or £42 for each arbitrator, after all the evidence had been taken and the terms of the award agreed on, except as to the cost of the arbitrators and umpire. The Master taxed the costs as follows:—To Mr. Hoggins and Mr. Webster, each (including clerks' fees and expenses), £151*l.* 13*s.* 6*d.*; to Mr. Bliss, 145*l.* 18*s.*; and, for the expenses of award, 7*l.* 1*s.*: total, 456*l.* 6*s.*—thus taxing off £384 from the sum charged in the detailed accounts, and making a deduction of 451*l.* 19*s.* from the original demand of 908*l.* 5*s.*

I do not think it necessary to comment upon what is shown by these figures, but, in justice to the bar generally, I ought perhaps to state, that, as far as I have been able to learn, such charges as those I have set out are very different from those usually made, and that, in the recent case of *Barnes* v. *Hayward*, in which, engineers having been employed as arbitrators, their charges were objected to as excessive, Lord *Campbell* took occasion to recommend parties to refer to barristers, whose charges, as he said, were known and moderate.

However, if any of my professional brethren should happen to have an outrageous demand made upon his clients by any barrister arbitrators, he will now know that the law affords him a remedy, and that it is his own fault if he submits to it; and I hope that, in addition to taxing the excessive charges, he will consider it his duty, as I consider it mine, both to the profession and the public, to make the facts known.—I am, Sir, your obedient servant,

JOHN CASE.

Maidstone, Sept. 22, 1857.

Review.

On the Domicil of Englishmen in France. By HENRY WARWICK COLE, Esq., of the Inner Temple, Barrister-at-Law. London: Wildy. 1857.

Mr. Cole has published a very compact and instructive treatise on a subject which more or less directly affects a great number of Englishmen, and which has lately attracted attention from the decision of the Judicial Committee in the important case of *Bremer* v. *Freeman*. This subject is the domicil of Englishmen in France. The old rule of international law was perfectly clear, which pronounced that moveable property always followed the person, and that the domicil at the time of death invariably determined the place, the manner, and the formalities of succession to the personal property of a deceased person. It is much to be regretted that this rule, so simple and so widely received, should ever have been infringed by the enactments of municipal law. But it has been the policy of France to discourage the acquirement of foreign domicils. Nothing can be harsher or more stringent than the provisions of the Code Civil, which punish French citizens for making their place of permanent residence out of the dominions of France. They are visited with the total loss of the quality of a French person, and this deprivation extends to political as well as civil rights. In order to return again to France, and recover the rights to which by birth they are entitled, they must obtain a special authorisation from the French Government. Naturally, therefore, French lawyers have exhibited a strong desire to strain the law, so as to prevent, in particular cases, it being held that French citizens have acquired a domicil abroad, and they will hardly allow that the domicil can, in any case, be perfected unless the authorities of the country where the French citizen resides have received formal notice that he wishes to

establish himself there. This feeling has, in turn, coloured their opinion on the questions that have arisen as to Englishmen having acquired a domicil in France, and made them less disposed than they otherwise might have been to admit that it is mere intention, coupled with long residence, which establishes the domicil of foreigners within the French territories.

Those of our readers who may remember the judgment in *Bremer* v. *Freeman* are aware, that, by an article of the Code Civil, it is declared that "the foreigner, who shall have been admitted by the authorisation of the Government to establish his domicil in France, shall enjoy there all civil rights, so long as he shall continue to reside there." But, supposing an Englishman resides in France long enough to acquire a domicil in that country by the law of nations, but does not procure an authorisation from the Government, has he, or has he not, a French domicil? It is easy to see that the question which arises from the wording of the article is not the only one that suggests itself. We have not only to ask, whether a foreigner is excluded from obtaining a domicil in France by the terms of this article, but, also, even if he were excluded, how far the enactment of a particular system of municipal law is to control the decisions of the tribunals of other countries, which have only to look to the general rule of international law? The English courts would, in the case supposed, naturally say that the domicil was a French one. They would, therefore, regulate the succession by the rules of French law. It is probable, though even that is not certain, that the French courts, which would deny the existence of a French domicil, would in the case supposed regulate the succession of moveable property situate in France by the English law. Ought the English courts, for the sake of a uniform treatment of the different parts of the same succession, to follow the rules of the French law—for the concession cannot possibly be made on the other side, as, under the hypothesis, the French courts are expressly excluded from being guided by the rules of general law? Mr. Cole raises this point, and discusses it without arriving at any definite conclusion; and the Judicial Committee, although it raised the question in *Bremer* v. *Freeman*, did not decide it, because it considered that the true interpretation of the article above referred to did not make an authorisation imperative, and that, accordingly, a French domicil was acquired even by the municipal law of France by such residence as would create a domicil under the general law of nations.

Mr. Cole wrote before the Judicial Committee had delivered its judgment; and the object of his treatise is to show what, for English lawyers, the judgment has now settled, that authorisation is not necessary for the acquisition of a French domicil. He states, at length, the circumstances of the leading cases on the subject, and places before us, in French and English, the decisions of the highest courts in which those cases were heard. The most striking and important of these cases is, perhaps, that of Thomas Gil de Olivarez. He was a person whose domicil of origin was at the Danish Island of St. Thomas. He was brought to France at an early age, and thenceforward resided in France, both before and after he attained his majority; but he did not obtain the authorisation of the Government, and he died in France intestate. The Court of First Instance, and afterwards the Court of Appeal of Bourdeaux, the most eminent of the provincial tribunals of France, decided, that, notwithstanding the absence of authorisation, the domicil of Thomas Gil de Olivarez was at Bourdeaux, and that his succession was to be regulated by the French law. In its judgment, the Court stated, with reference to the article, that it was "evident from the text, and from the discussion to which it gave rise in the Council of State, that the article only relates to the foreigner who wishes to enjoy foreign rights in their plenitude; but the enjoyment of civil rights is one thing, and domicil is another."

This was, however, followed by a case where the French tribunals have unquestionably and expressly claimed the right to set aside the general law of domicil as against a foreigner, by virtue of a portion of their municipal law. By a law of 1819 it was enacted, that, in case of a distribution of the same succession between foreign and French co-heirs, the latter shall have a right to deduct from the property situate in France a portion equal to the value of the property situate abroad, from which they would be excluded by virtue of local laws and customs. It so happened that M. de Olivarez left a sister who survived him, and became entitled to a share of her succession. She married a Spaniard, and acquired a Spanish domicil. While still a minor, she made a will in favour of her mother; and, by the law of Spain, this will was valid. Her heirs applied to the French courts for such a share of the property situate in France as a minor in France would have been incompetent to pass by will. The Court of Cassation, by a decision pronounced at the end of last year, has sanctioned this claim, and overruled the decision of the Court of Appeal of Bourdeaux, which held that the general rule of domicil permitted the deceased to dispose of the entirety of her moveable property, and that it could not be said that this general rule was a "local law or custom." Mr. Cole strongly contends that the inferior court was right, and the Court of Cassation wrong. It is always a doubtful and delicate task to criticise the judgments of foreign courts; but we must say that we are inclined to agree with Mr. Cole, and to think that the Court of Cassation confused the general law of domicil with the local consequences to which that law, in its application to a particular country, may give rise. The general rule is, that the domicil, at the time of death, shall determine the status of the deceased and therefore attract with it all the incidents of that status according to the municipal law of the country of the domicil. The will being thus valid, and passing the entirety of the property of the testatrix, it seems scarcely possible to say that there was, in the case of the sister of de Olivarez, a "distribution of the same succession between foreign and French co-heirs."

So much is said in disparagement of English law that it is only right to point out any instances where the English law can boast a superiority over continental systems. We may, therefore, observe, that all these difficulties arise because the French code is less liberal, less observant of general principles, less wide in the scope of the succour it affords, than the English. Not only do many difficulties occur in determining the existence of domicil in France from the narrow provisions of the French law, but it must be remembered that the French tribunals will give no assistance whatever to the opening of a succession, and will not entertain the question of domicil at all, unless it appears that the deceased was a Frenchman, or that a French citizen is interested in the result. We believe that the French courts do not themselves assert their own incompetence to deal with the succession of foreigners, and it rests with some one of the parties to point out to the Court that it cannot act. But when this is pointed out, the Court is powerless. When we quit the domain of international law, and come to questions confessedly within the range of municipal law only, the illiberality of the French code is displayed in a still more striking manner. Unless he obtains an authorisation, the foreigner cannot enjoy, to use the words of the article, "the plenitude of his civil rights." For instance, the undisturbed enjoyment of a trade-mark is a civil right. A foreigner cannot, therefore, without the grant of civil rights, institute proceedings in France to prevent his trade-mark being used by a Frenchman. Messrs. Rowland & Son, the dealers in Macassar Oil, and Messrs. Kirby, Beard, & Co., the needlemakers, have experienced this to their cost, and have given their names to the leading cases in which this point has been established by the Court of Bourdeaux and the Court of Cassation. England is much in advance of France in its legal conception of the relation it occupies to foreigners, and this is seen, no less in the small details of technical law, than in the broad questions of free-trade and protection.

Questions of domicil are a sort of legal luxury, very interesting to those who happen to have a fancy for them, but scarcely claiming a peremptory attention from those who only study what is absolutely necessary. But there is a considerable number of professional readers who wish not wholly to neglect the sphere of general jurisprudence, and who yet have neither time nor inclination to read theoretical works. Their want is exactly supplied by works which treat, plainly and agreeably, the more prominent questions of private international law. As it is the fortunes of private individuals that are at stake in the cases treated of, the illustrations of which the author makes use are presented to the reader in exactly the same shape as those which he is accustomed to see in the volumes of English reports. But he finds the facts treated on a new method, and determined on new principles. He has laid before him, in a definite and appreciable form, a specimen of that conflict between the general and the particular, the comprehension and management of which is the substantial reward of the study of theoretical jurisprudence. To all who wish to read a work that will guide them on this path, without ever being dull, or prolix, or too abstruse, we cannot recommend any better book than the treatise which Mr. Cole has published on a subject with which he is perfectly conversant.

Births, Marriages, and Deaths.

BIRTHS.

BRODRICK—On Sept. 17, at 30 Clifton-road, St. John's-wood, the wife of William Brodrick, Esq., Barrister-at-Law, of a daughter.

COLE—On Sept. 22, at 5 Compton-road, Canonbury, the wife of Mr. George Henry Cole, of a son.

JEVONS—On the 4th inst., at Wavertree, near Liverpool, the wife of William A. Jevons, Esq., Solicitor, of a daughter.

PHILPOT—On Sept. 20, at Southampton, prematurely, Mrs. Philpot, of 20 Montagu-street, Russell-square, London, of twin daughters, who survived only a few hours.

PRATT—On Sept. 20, at Berwick-upon-Tweed, the wife of John Forster Pratt, Esq., Solicitor and County Court Registrar, of a son.

PULLING—On Sept. 23, at 5 Gordon-place, Gordon-square, the wife of Alexander Pulling, Esq., Barrister-at-Law, of a son and heir.

SAW—On Sept. 17, at Greenwich, the wife of Mr. Samuel Saw, Solicitor, of a daughter.

SKIPWITH—On Sept. 22, at 16 Marlborough-place, St. John's-wood, the wife of Lionel Skipwith, Esq., of a son.

MARRIAGES.

BEDWELL—CUVELJE—On Sept. 19, at St. John's, Walthamstow, Essex, by the Incumbent, the Rev. C. J. S. Russell, B.A., Francis Alfred Bedwell, Esq., M.A., Barrister, of Lincoln's-inn, eldest son of the late Francis Robert Bedwell, Esq., a Registrar of the Court of Chancery, to Sarah Jane, eldest daughter of the late Thomas Cuvelje, Esq., of Southampton-buildings, and Hampstead.

FARRAR—PATTISON—On Sept. 17, at St. Pancras Church, by the Rev. F. W. Farrar, Fellow of Trinity College, Cambridge, brother of the bridegroom, Henry J. Farrar, of Cranbrook, Kent, Solicitor, to Henrietta Anne, only daughter of the late William Pattison, Esq., of Demarwell, and granddaughter of Thomas Pattison, Esq., of Stoke Newington.

MEIKLEHAM—STEVENSON—On Sept. 23, at St. James's Church, New Brighton, Cheshire, by the Rev. William Banister. F. A. Stuart Meikleham, Esq., of Liverpool, to Lavinia Emily, third daughter of Richard Stevenson, Esq., one of her Majesty's Commissioners of the Court of Bankruptcy at Liverpool.

PARROTT—TAYLER—On Sept. 16, at St. Mark's, Kennington, by the Rev. Mr. Greig, J. W. Parrott, Esq., of Great Queen-street, Westminster, late of the Royal Navy, to Harriett, only daughter of William Tayler, Esq., formerly of the Middle Temple, Solicitor.

RAVENOR—PINNELL—On Sept. 23, at St. Mary's, Westwell, by the Rector, the Rev. J. E. Bode, M.A., Mr. N. Graham Ravenor, of Gray's-inn, to Annie, daughter of John Pinnell, Esq., of Westwell, Oxon.

SIMPSON—NUNN—On Sept. 10, at Ixworth, Suffolk, by the Rev. S. Blackall, T. F. Simpson, Esq., Solicitor, Tunbridge-wells, to Maria, only daughter of Sturley Nunn, Esq., Solicitor, Ixworth.

DEATHS.

DENTON—On Sept. 16, Henry Denton, Esq., of Lincoln's-inn, aged 70.

FORD—On Sept. 18, at Buxton, Derbyshire, while there for the benefit of her health, Charlotte, wife of Charles Ford, Esq., of 7 Russell-square, London.

SIMPSON—On Sept. 16, suddenly, at Hastings, James Blythe Simpson, Esq., of Derby, aged 68.

VIZER—On Sept. 20, in the 46th year of her age, Harriet Fanny, the beloved wife of Mr. William Vizer, Solicitor, of 45 Doughty-street, Mecklenburg-square, London.

WILLIAMS—On Sept. 20, after a long illness, Martha, the wife of William Williams, Esq., of Park-side, Wimbledon-common, and 32 Lincoln's-inn-fields.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

Bennett, Rev. John Leigh, Thorpe-pl., Surrey, £257 : 2 : 11 New 3 per Cents.—Claimed by Right Hon. Sir Richard Torin Kindersley, Knt., and Rev. Henry Leigh Bennett, the executors.

Blakeney, Dame Mary, wife of Sir Edward Blakeney, K.C.B., Dublin, £740 : 14 : 10 Consols.—Claimed by Dame Mary Blakeney.

Burgh, Elizabeth, Spinster, Bath, £314 : 2 : 9 Consols.—Claimed by Elizabeth Burgh.

Haynes, George, Grocer, Portsea, Hants, and Richard Henry Rogers, Coal Merchant, Portsea, £56 : 6 : 6 Consols.—Claimed by Richard Henry Rogers, the survivor.

Lee, Rev. William Blackstone, Wooton, Oxfordshire, £220 New £2 : 10 per Cents., substituted for £200 New South Sea Annuities.—Claimed by Rev. William Blackstone Lee.

Matthews, Simon, Gent., Lechdale, Gloucestershire, £100 Consols.—Claimed by Simon Matthews.

May, Catherine Elizabeth, wife of Rev. George May, of Lyddington, near Swindon, Wilts, and Rev. George May, £735 Consols.—Claimed by Catherine Elizabeth May and George May.

Pope, Susan, Spinster, Shepherd's-bush, Middlesex, £106 : 7 : 1 Consols.—Claimed by Sarah Pope, Spinster, the administratrix.

Wade, George, Esq., Dunmow, deceased, Trustee to the Rev. John Law, of Muckerston, Essex, £100 : 2 : 6 Consols.—Claimed by William Thomas Wade and George De Vins Wade, surviving executors of George Wade.

Wareing, Robert, Esq., and Rev. James Taylor Wareing, both of Ormskirk, Lancashire, and William Wareing, Gent., Liverpool, £159 : 7 : 5 Consols.—Claimed by Robert Wareing, James Taylor Wareing, and William Wareing.

Heirs at Law and Next of Kin.

Advertised for in the London Gazette *and elsewhere during the Week.*

Aspinall, Richard, James Bates, William Beaumont, Alfred Betts, George Bret, William Burdett, Michael Burke, Robert Campbell, Thomas Cargill, George Carleton, James Coleman, James Cooper, Thomas Corbett, William Cornish, Hunt, Thos. William, who died abroad.—Their next of kin to apply, by letter only, to Edward Manière, Solicitor, 31 Bedford-row, London.

Kirby, Robert (who died in the year 1816), late of the Gun Tavern, Pimlico, and whose widow (now Dawson) lived in Regent-st. in the year 1844.—Their next of kin to apply at 38 Monkwell-st., City.

Money Market.

CITY, Friday Evening.

Great dulness has prevailed on the stock exchange during all the week. There has not been any noticeable variation in price. Consols close this afternoon at 90⅞ per Cent. Foreign stocks have been well supported, and demands for investment rather numerous. Money has been in sufficient supply both on the stock exchange and generally in the discount market at the full rates of previous weeks.

From the Bank of England return for the week ending the 19th September, 1857, which we give below, it appears that the amount of notes in circulation is £18,901,215, being an increase of £28,390, and the stock of bullion in both departments is £11,188,560, showing a decrease of £29,901 when compared with the previous return.

The finest and most suitable weather has prevailed for the late gatherings, and made the final part of harvest equally favorable with the beginning. In the north of England and in Scotland the change produced has been very great. Accounts from Scotland state that fine dry winds have prevailed, and that cutting and gathering have been going forward night and day, lamps being used in the fields for that purpose. Under the influence of these circumstances the corn market has received a downward impulse, both in London and in the provinces, of from three to four shillings per quarter. It probably would be greater but for the circumstance that importation from abroad is much less than last year, and also by reason of the extent of disease in the potato which is stated to be worse in some places than has been noticed since its first appearance.

The commercial panic in the United States, which assumed a very formidable aspect at the commencement of the present month, according to the last accounts, gradually subsiding Many failures are reported of houses of fair standing and respectability, but the greatest pressure appears to have rested upon the banks. Several were, and probably are, in difficulties from advances they have made to railways, all forms of railway security being extraordinarily depreciated. There were many banks and other establishments connected in business with the Ohio Life and Trust Company, and this body had come under very large advances to various undertakings, and stopped payment on the 24th ult., causing extensive inconvenience in many quarters. Investigation into the affairs of this company presents a better prospect than had been anticipated; and, if no further bank difficulties appear, the manner in which the principal establishments have passed through the crisis, in the face of the attacks made upon them, will be creditable to both bankers and merchants. The crisis is believed to have been occasioned by a phenomenon which has recently presented itself in New York, and, more or less, in many of the American cities. This is the systematic intervention of the press in mercantile affairs.

It appears from the report of Captain Douglas Galton relating to railways, that the total amount of money actually raised by railway companies, by shares and loans, to the end of the year 1856, was £308,775,894. Of the 8,718 miles open for traffic on the 31st December, 1856, 6,737 miles were narrow gauge, 679 broad gauge, 254 miles mixed, and 1,048 miles Irish gauge. From figures given in the appendix, it appears, that, from 1852 to 1856, the first-class passenger fares in England have been diminished, while the receipts per mile have increased. As regards the second-class traffic in England, the fares have been slightly increased, and the receipts per mile have not varied much. In the third-class traffic, which includes a large amount of excursion traffic, the average fares were diminished, and the receipts per mile largely increased. Also it appears, that, while in 1849 the proportion of receipts of the passenger traffic to the goods traffic was as 53 to 47, in 1856 the proportion of the passenger traffic to the goods traffic is as 44 to 56. The aggregate receipts from all sources of traffic for the whole kingdom have been £23,165,493, or £2,724 per mile in 1856, against £21,507,599, or £2,629 per mile in 1855. Of the total amount of money raised, £77,359,419 has been raised by loans, £57,057,171 by preference shares, and the remainder—viz. £174,359,304, by ordinary share capital. The large amount of preferential capital has prevented an increase in the dividends on the ordinary share capital proportionate to the improved receipts; but the steady increase in the net revenue in a greater ratio than the increase of the capital invested, is evidence of sound progress. The stability of railway property depends chiefly upon careful management.

English Funds.

ENGLISH FUNDS.	Sat.	Mon.	Tues.	Wed	Thur.	Fri.
Bank Stock	...	...	...	218½	...	...
3 per Cent. Red. Ann.	...	...	...	...	...	...
3 per Cent. Cons. Ann.	90⅛ ¼	90¼ ⅛ ¼	90¼ ⅛	90⅛ ¼ ⅛	90⅛	90
New 3 per Cent. Ann.	...	...	...	90⅝	...	...
New 2½ per Cent. Ann.	...	...	75	...	...	...
5 per Cent. Annuities	...	...	...	...	...	...
Long Ann. (exp. Jan. 5, 1860)	...	...	2 3-16	...	...	...
Do. 30 years (exp. Oct. 10, 1859	...	...	...	...	...	...
Do. 30 years (exp. Jan. 5, 1880)	...	...	...	...	...	...
Do. 30 years (exp. Apr. 5, 1885)	...	...	...	...	...	...
India Stock	...	210	212½	...	210	210
India Bonds (£1,000)	18s. dis.	...	23s. dis.	...	...	...
Do. (under £1,000)	...	22s. dis.	...	23s. dis.	...	25s. dis.
Exch. Bills (£1,000) Mar.	4s. dis.	8s. dis.	4s. dis	8s. dis.	10s. dis.	6s. dis.
June	...	...	...	...	...	...
Exch. Bills (£500) Mar.	4s. dis.	4s. dis.	4s. dis.	8s. dis.	9s. dis.	8s. dis.
June	...	...	...	...	...	...
Exch. Bills (Small) Mar.	3s. dis.	6s. dis	3s. dis.	3s. dis.	3s. dis.	9s. dis.
June	...	...	...	...	...	...
Exch. Bills Advertised	...	...	...	...	...	...
Exch. Bonds, 1858, 3½ per Cent.	...	...	...	...	98½	...
Exch. Bonds, 1859, 3½ per Cent.	98½	...	...	...	...	...

Railway Stock.

Railways.	Sat.	Mon.	Tues.	Wed.	Thur.	Fri.
Bristol and Exeter	...	...	...	...	...	...
Caledonian	...	84 x d	84½ x d	83 x d	83½ x d	83¾ x d
Chester and Holyhead	...	...	33⅝ 4	33½	34 3½	34 3½
East Anglian	...	...	20¼ ⅛	...	20¼ ¼	...
Eastern Union A stock	...	...	...	...	...	...
East Lancashire	...	...	...	...	92½ x d	...
Edinburgh and Glasgow	61½ x d	...	...	...	...	61½
Edin., Perth. & Dundee	...	...	31⅛ ⅜	31	31	31 30½
Glasgow & South Western	...	...	...	...	...	...
Great Northern	...	95½ ⅛	96½	96½ ⅜	96½ 6	96½ 97½
Gt. South & West. (Ire.)	...	96 x d	97 x d	...	...	97½ ⅛
Great Western	54⅜ ⅛ ¼	54⅛	54⅛ ⅜ 4	54 3⅞	53⅝ 4	53⅝ 54⅛
Lancashire & Yorkshire	...	96 x d	96 x d	95⅞ x d	96¼ x d	96⅛ x d
Lon., Brighton, & S. Coast	104½	...	...	104	103⅝	104
London & North Western	97⅛ ⅜	97 6⅛ ⅛	96⅛ ⅛ 6	96 5⅛ 6	96⅛ ⅛ ⅜	96⅛
London and S. Western	91⅛	91⅛	91⅛ ⅜ 1	90⅛ 90	...	90½
Man., Shef., and Lincoln	...	41	...	40⅝	41½ 1	41½
Midland	80⅝ ⅜	80⅛ ⅜ ½	80⅝ ⅜ ⅛	80⅛ ½	80⅛ ⅜ ⅜	80⅛ ¼
Norfolk	...	...	...	...	60	...
North British	51 50⅝	50⅛ ⅜	50⅛ ⅝ ¾	50	49⅜ ½ ⅝	49⅛ ⅜
North Eastern (Berwick)	92⅛ ¼	92⅛	91½ 2	91⅛ 1	91 90⅜	91⅛
North London	...	...	...	...	...	...
Oxford, Worc. & Wolv.	...	32½ 3	...	...	32½	32½
Scottish Central	104½	105½	106	...	...	...
Scot. N.E. Aberdeen Stock	...	...	...	24¾	...	...
Shropshire Union	48 x d	...	...	...	47 x d	...
South-Eastern	67⅛	67 6¾	66	66⅛ 5½	66⅛ ⅝	66¾
South-Wales	...	84¾	...	84½ 3½	84½	...

Bank of England.

AN ACCOUNT, PURSUANT TO THE ACT 7TH AND 8TH VICTORIA, C. 32, FOR THE WEEK ENDING ON SATURDAY, THE 19TH DAY OF SEPTEMBER, 1857.

ISSUE DEPARTMENT.

	£		£
Notes issued	25,009,945	Government Debt	11,015,100
		Other Securities	3,459,900
		Gold Coin and Bullion	10,534,945
		Silver Bullion	...
	£25,009,945		£25,009,945

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities (incl. Dead Weight Annuity)	10,593,653
Rest	3,914,656	Other Securities	18,962,051
Public Deposits (including Exchequer, Savings' Banks, Commissioners of National Debt, and Dividend Accounts)	8,045,099	Notes	6,108,730
		Gold and Silver Coin	653,615
Other Deposits	9,002,624		
Seven day & other Bills	802,670		
	£36,318,049		£36,318,049

Dated the 24th day of Sept., 1857. M. MARSHALL, Chief Cashier.

Insurance Companies.

Equity and Law	6
English and Scottish Law	4½
Law Fire	4½
Law Life	62
Law Reversionary Interest	19
Law Union	par
Legal and Commercial	par
Legal and General Life	6½
London and Provincial	2¾
Medical, Legal, and General	par
Solicitors' and General	par

London Gazettes.

PERPETUAL COMMISSIONER FOR TAKING ACKNOWLEDGMENTS OF MARRIED WOMEN.

FRIDAY, *Sept.* 25, 1857.

PRATT, WALTERS FREAK, Gent., Wootton Bassett, Wilts.—*July* 25.

Bankrupts.

TUESDAY, *Sept.* 22, 1857.

ALLEN, DAVID JOHN, Draper, Carmarthen. *Pet.* Sept. 7. Oct. 5 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Sale, Worthington, & Shipman, Manchester; or Leman & Humphrys, Baldwin-st., Bristol.

ARNOLD, HENRY, & HENRY JOHN ARNOLD, Cheese Factors, Uttoxeter, Staffordshire. *Pet.* Sept. 21. Oct. 5 and 26, at 12.30; Birmingham. *Com.* Balguy. *Off. Ass.* Whitmore. *Sols.* Welby & Flint, Uttoxeter; or James, Birmingham.

CONYER, WILLIAM, & JOSEPH CONYER, Shoddy-dealers, Dewsbury, Yorkshire. *Pet.* Sept. 17. Oct. 9 and 30, at 11; Leeds. *Com.* West. *Off. Ass.* Young. *Sols.* Scholes & Son, Dewsbury; or Bond & Barwick, Leeds.

DANIELL, THOMAS BLABER, Founder and Ironmonger, 71A High-st., Poplar, Middlesex. *Pet.* Sept. 18. Oct. 2, at 12.30, and Oct. 27, at 1; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sol.* Moss, 23 Moorgate-st.

SAUNDERS, JAMES, Miller, Thurlton, Norfolk. *Pet.* Sept. 9. Oct. 2, at 11, and Nov. 4, at 2; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sols.* Aldridge & Bromley, 1 South-sq., Gray's-inn; or Copeman & Sons, Loddon, Norfolk.

WHITTELL, HENRY, Boot and Shoe Maker, Leamington Priors, Warwickshire. *Pet.* Sept. 11. Oct. 9, at 10, and Oct. 22, at 11.30; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Pool, Kenilworth; or Hodgson & Allen, Birmingham.

FRIDAY, *Sept* 25, 1857.

DAVIES, EVAN, Linendraper, Swansea, Glamorganshire. *Pet.* Sept. 9. Oct. 6 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Sturt & Mason, Gresham-st., London; or Bevan & Girling, Bristol.

DORE, THOMAS JAMES, Innkeeper, Stour Provost, Dorset. *Pet.* Sept. 18. Oct. 7, at 11, and Nov. 5, at 12; Basinghall-st. *Com.* Evans. *Off. Ass.* Bell. *Sols.* Venning, Naylor, & Robins, Tokenhouse-yd.; or Sevyer, Shaftesbury.

GARNISS, THOMAS, Tailor, Victoria-st., Gt. Grimsby, Lincolnshire. *Pet.* Sept. 23. Oct. 14 and Nov. 18, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sol.* Preston, Hull.

LAMBERT, RICHARD SYDNEY, Dealer in Manure, Prince-st., Bristol. *Pet.* Sept. 22. Oct. 6 and Nov. 3, at 11; Bristol. *Com.* Hill. *Off. Ass.* Acraman. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry, London; or Bevan & Girling, Small-st., Bristol.

MOSS, MONTAGUE, Fruiterer, Borough-market, Surrey. *Pet.* Sept. 18. Oct. 6, at 2, and Nov. 3, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Edwards. *Sol.* Gant, 37 Nicholas-la., King William-st.

NAZER, DANIEL, Hatter, Snargate-st., Dover. *Pet.* Sept. 15. Oct. 7, at 12, and Nov. 10, at 11; Basinghall-st. *Com.* Fonblanque. *Off. Ass.* Stansfeld. *Sol.* Murray, London-st., Fenchurch-st.

REES, WILLIAM, Bookseller, Glastonbury, Somersetshire. *Pet.* Sept. 24. Oct. 8 and Nov. 2, at 11; Bristol. *Com.* Hill. *Off. Ass.* Miller. *Sols.* Bulleid, Glastonbury; or Abbott & Lucas, Bristol.

ROBERSON, ISAIAH, Bootmaker, Upper Sydenham, Kent. *Pet.* Sept. 24. Oct. 7, at 12, and Nov. 5, at 2; Basinghall-st. *Com.* Evans. *Off. Ass.* Johnson. *Sols* A. & W. Bristow, Greenwich.

SAVAGE, WILLIAM, Berlin Wool and China Dealer, Winchester. *Pet.* Sept. 23. Oct. 10, at 12.30, and Nov. 10, at 12; Basinghall-st. *Com.* Holroyd. *Off. Ass.* Lee. *Sols.* Ashurst, Son, & Morris, 6 Old Jewry.

WOOLLISCROFT, JOHN, Corn-dealer, Leek, Staffordshire. *Pet.* Sept. 12. Oct. 5 and 30, at 10; Birmingham. *Com.* Balguy. *Off. Ass.* Christie. *Sols.* Richardson & Sadler, Old Jewry-chambers, London; or Southall & Nelson, Birmingham.

WRIGHT, THOMAS, Wine and Spirit Merchant, Wainfleet, Lincolnshire. *Pet.* Sept. 16. Oct. 14 and Nov. 18, at 12; Town-hall, Kingston-upon-Hull. *Com.* Ayrton. *Off. Ass.* Carrick. *Sols.* Merrifield, Wainfleet; or England & Saxelbye, Kingston-upon-Hull.

BANKRUPTCY ANNULLED.

FRIDAY, *Sept.* 25, 1857.

BLACKBURN, SAMUEL, & EDWIN BLACKBURN, Cloth Manufacturers, Little Gomersal, Yorkshire. Sept. 21.

MEETINGS.

TUESDAY, *Sept.* 22, 1857.

ALLEN, JOHN, & JOSEPH MOORE, Medallists, Birmingham. Oct. 22, at 11.30; Birmingham. *Com.* Balguy. *Div.*

BENTLEY, JOHN, CHARLES DEAR, & JOHN JAMES MALLCOTT RICHARDSON, Warehousemen, Cheapside. Oct. 15, at 1; Basinghall-st. *Com.* Evans. *Div.* sep. est. J. Bentley.

CLARK, HENRY, Ribbon Manufacturer, Nuneaton, Warwickshire. Oct. 23, at 11.30; Birmingham. *Com.* Balguy. *Div.*

DAVIS, WILLIAM, & WILLIAM HENRY DAVIS, Drapers, Haverfordwest. Oct. 30, at 11; Bristol. *Com.* Hill. *Div.*

HAIR, JOHN, Ship and Insurance Broker. Newcastle-upon-Tyne. Oct. 14, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

HUNTER, SAMUEL, Gateshead, Durham, & NICHOLAS HUNTER, Hartlepool, Durham, Anchor Manufacturers at Hartlepool, Durham. Oct. 15, at 12; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

INCE, JOHN, Surgeon and Apothecary, Eaton-ter., Pimlico. *Pet.* Sept. 29, 1856. Oct. 15, at 11; Basinghall-st. *Com.* Evans. *Last Ex.*

JONES, WALLACE ALFRED, Teadealer, 7 Rose-ter., West Brompton. Oct. 15, at 11; Basinghall-st. *Com.* Evans. *Div.*

MOODY, CHARLES, Saw and File Maker, 128 Queen-st., Portsea. Oct. 15 at 2; Basinghall-st. *Com.* Evans. *Div.*

PARR, JOHN, Woollendraper, Wolverhampton, Staffordshire. Oct. 5, at 10 30; Birmingham. *Com.* Balguy. *Div.*

SAUNDERS, WILLIAM HENRY, Wine Merchant, Cardiff. Oct. 22, at 11; Bristol. *Com.* Hill. *Final Div.*

STRANGE, EDWARD, Draper, Swindon, Wilts. Oct. 22, at 11; Bristol. *Com.* Hill. *Div.*

FRIDAY, *Sept.* 25, 1857.

BROUGHTON, CHARLES WORTERS, Tailor, 16 Southampton-st., Covent-gdn. Oct. 16, at 11; Basinghall-st. *Com.* Fane. *Div.*

BROWN, JOHN HUNTER, Rope Manufacturer, Sunderland, Durham. Oct. 16, at 11.30; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. *Div.*

BRUCE, JOSEPH, Grocer, Yarmouth, Isle of Wight. Oct. 19, at 12; Basinghall-st. *Com.* Evans. *Div.*

BUSHER, JOHN, Livery Stable Keeper, 34 New Bond-st. Oct. 16, at 12.30; Basinghall-st. *Com.* Fane. *Div.*

COMELEY, WILLIAM, sen., Brick Maker, Tipton, Staffordshire. Oct. 19, at 10; Birmingham. *Com.* Balguy. *Div.*

DUCKWORTH, WILLIAM, Cotton Manufacturer, Primrose Mill, Church, near Accrington, and of Lumb-in-Rossendale, Lancashire. Oct. 23, at 12; Manchester. *Com.* Skirrow. *Div.*

ELSAM, EDWARD, Merchant, Liverpool; and at Bombay in copartnership with Henry Boothby Elsam (Elsam & Brother). Oct. 15, at 11; Liverpool. *Com.* Stevenson. *Div.*

FIRMSTON, THOMAS, Builder, Shrewsbury, Salop. Oct. 23, at 11.30; Birmingham. *Com.* Balguy. *Div.*

GREENHILL, ARTHUR, Baker, Harrow-on-the-Hill, Middlesex. Oct. 19, at 1; Basinghall-st. *Com.* Evans. *Div.*

GREGORY, JOHN, Wholesale and Retail Oilman, High-st., Southwark. Oct. 17, at 10.30; Basinghall-st. *Com.* Fane. *Div.*

HINTON, ALFRED, Druggist, Birmingham. Oct. 19, at 10; Birmingham. *Com.* Balguy. *Div.*

HOLDEN, JOHN, Cotton Spinner, Belmont, Bolton-le-Moors, Lancashire. Oct. 16, at 12; Manchester. *Com.* Jemmett. *Div.*

JONES, THOMAS, General-shopkeeper, Aberavon, Cwmavon, Glamorganshire. Oct. 22, at 11; Bristol. *Com.* Hill. *Div.*

LEWTON, CHARLES, Publican and Butcher, Maestag, Glamorganshire. Oct. 6, at 11; Bristol. *Last Ex.*

MARSHALL, THOMAS, Boot and Shoe Maker, Hartlepool, Durham. Oct. 8, at 11; Royal-arcade, Newcastle-upon-Tyne. *Com.* Ellison. (*By Adj.* from Aug. 27) *Last Ex.*

OBBARD, ROBERT HENRY, Lead Merchant and Glass-cutter, 68 Old-st.-rd., Shoreditch. Oct. 17, at 11; Basinghall-st. *Com.* Fane. *Div.*

PIPER, JOSEPH, Furnishing Ironmonger, 92 High-st., and 4 Spencer-st., Shoreditch. Oct. 16, at 1; Basinghall-st. *Com.* Fane. *Div.*

RUST, ALFRED, Hosier, 32 Hedge-row, Islington-green. Oct. 16, at 1; Basinghall-st. *Com.* Fane. *Div.*

STAINTON, SAMUEL, Licensed Victualler, Birmingham. Oct. 19, at 10; Birmingham. *Com.* Balguy. *Div.*

WHITE, WILLIAM JOSEPH, & LACEY BATHURST, Drapers, Regent-st. Oct. 17, at 10; Basinghall-st, *Com.* Fane. *Div.*

CERTIFICATES.

To be ALLOWED, *unless Notice be given, and Cause shown on Day of Meeting.*

TUESDAY, *Sept.* 22, 1857.

BOOTH, WILLIAM, Machine Sawyer and Timber Merchant, City Central Saw Mills, 198 Upper Whitecross-st., St. Luke's. Oct. 15, at 12; Basinghall-st.

CLAYTON, THOMAS, & THOMAS SANDERS, Slaters and Plasterers, Liverpool. Oct. 15, at 11; Liverpool.

DAVIS, WILLIAM, & WILLIAM HENRY DAVIS (William Davis & Son), Drapers, Haverfordwest. Oct. 23, at 11; Bristol.

HOLDEN, JOHN, Cottonspinner, Belmont, Bolton-le-Moors, Lancashire. Oct. 16, at 12; Manchester.

JONES, WALLACE ALFRED, Teadealer, 7 Rose-ter., West Brompton. Oct. 15, at 11; Basinghall-st.

LYON, WILLIAM, Butcher, Guildford, Surrey. Oct. 13, at 2; Basinghall-st.

MIDDLEWOOD, WILLIAM, & WILLIAM ANDERSON, Joiners and Builders, Greenhays, Manchester. Oct. 14, at 12; Manchester.

TAYLER, WILLIAM JAMES, Upholsterer, 1 Albion-ter., De Beauvoir-sq., Kingsland. Oct. 15, at 1; Basinghall-st.

WOLSTENCROFT, HENRY SEPTIMUS, Logwood Grinder, Middleton, Lancashire. Oct. 15, at 12; Manchester.

FRIDAY, *Sept.* 25, 1857.

BANYARD, JOHN, Brewer and Licensed Victualler, Royal Sovereign Inn, Shorcham, Sussex. Oct. 17, at 12; Basinghall-st.

BLACKMAN, WILLIAM, Licensed Victualler, Railway Tavern, Northfleet, Kent. Oct. 16, at 1.30; Basinghall-st.

BUNNY, HENRY, Brickmaker, Newbury, Berks. Oct. 17, at 12.30; Basinghall-st.

BUSHER, JOHN, Livery-stable-keeper, 34 New Bond-st. Oct. 16, at 12.30; Basinghall-st.

DANIEL, GEORGE WYTHE, Hotel and Boarding-house-keeper, Harts, Woodford, Essex. Oct. 16, at 12.30; Basinghall-st.

DICKSON, JOHN, Warehouseman, 48 Bread-st. Oct. 19, at 2; Basinghall-st.

DUVALL, CHARLES, Provision Merchant, 9 Crosby-row, Walworth-rd., and Queen's-bldgs., Knightsbridge. Oct. 16, at 1.30; Basinghall-st.

EDGAR, JAMES, Draper, Bury St. Edmunds, Suffolk. Oct. 16, at 12; Basinghall-st.

FLEMING, THOMAS, Merchant and Commission Agent, Liverpool. Oct. 16, at 11; Liverpool.

HAWKES, THOMAS, formerly of Dudley, Worcestershire, Glass Manufacturer; of Liverpool, Merchant; and of Garston, Lancashire, Salt Manufacturer; and of Paddington, Middlesex. Oct. 19, at 2; Basinghall-st.

HOLLAND, HENRY, Builder, Leyland, Lancashire. Oct. 16, at 12; Manchester.

JONES, WILLIAM WILLIAM, Shipbuilder, Portmadoc, Carnarvon. Oct. 16, at 11; Liverpool.

LIDBETTER, WILLIAM HENRY, Corn and Hop Dealer, Tonbridge Wells, Kent. Oct. 16, at 1.30; Basinghall-st.

MACKAY, HUGH, & WILLIAM BISHTON DAVIES, Shipwrights, Liverpool. Oct. 19, at 11; Liverpool. On application of Hugh Mackay.

MOLYNEUX, SAMUEL, Mill Sawyer and Wood Dealer, Oliver's-yd., City-rd. Oct. 16, at 2; Basinghall-st.

OBBARD, ROBERT HENRY, Lead Merchant and Glass-cutter, 68 Old-st.-rd., Shoreditch. Oct. 17, at 11; Basinghall-st.

PIPER, JOSEPH, Furnishing Ironmonger, 72 High-st., and 4 Spencer-st., Shoreditch. Oct. 16, at 1; Basinghall-st.

RUST, ALFRED, Hosier, 32 Hedge-row, Islington-green. Oct. 16, at 1; Basinghall-st.

SEXBY, JOHN, Builder, 62 Vauxhall-walk, Lambeth. Oct. 16, at 2; Basinghall-st.

WALLINGTON, WILLIAM FORD, Tailor, Oxford. Oct. 17, at 12.30; Basinghall-st.

To be DELIVERED, *unless* APPEAL *be duly entered.*

FRIDAY, *Sept.* 25, 1857.

HILL, JOSEPH, Cordwainer, Chester. Sept. 18, 2nd class; subject to a suspension of three months from Sept. 14.

JONES, THOMAS, General-shop-keeper, Aberavon, Cwmavon, Glamorganshire. Sept. 21, 2nd class; after a suspension of six calendar months from Sept. 21.

MERCER, CHARLES CULLEN, Builder, Margate, Kent. Sept. 19, 2nd class.

PINCOTT, WILLIAM EBENEZER, Wholesale Teadealer, Cardiff, Glamorganshire. Sept. 15, 3rd class; after a suspension of three calendar months from Sept. 15.

RENNISON, FRANK, Merchant, 21 Milk-st., Cheapside, and keeping a Day School at 8 Matson-ter., Kingsland-rd. Sept. 18, 3rd class.

SIMPSON, HENRY, Butcher, Ipswich, Suffolk. Sept. 15, 3rd class.

STAPLETON, WILLIAM, Contractor, 15 Wharf, Paddington. Sept. 17, 2nd class; after three months' suspension.

Assignments for Benefit of Creditors.

TUESDAY, *Sept.* 22, 1857.

ALLEN, GEORGE, Woollendraper and Tailor, Chesterfield, Derbyshire. Sept. 17. *Trustees*, G. Wilcockson, Pawnbroker, Chesterfield; E. Barnes, Printer, Chesterfield. *Sol.* Cutts, Chesterfield, and Gray's-inn, London.

MILLER, WILLIAM, Hosier, Castle-gate, Nottingham. Sept. 1. *Trustees*, W. Jackson, Commission Agent, Castle-gate, Nottingham; G. Levick, Peter-gate, Nottingham. *Sol.* Cann, Nottingham.

SPRECKLEY, EDWARD, & JOHN ROSS, Drapers, Weymouth, Dorsetshire. Sept. 4. *Trustees*, J. Howell, Warehouseman, St. Paul's-churchyard; F. Dennant, Warehouseman, Aldermanbury. *Sols.* Parker & Lee, 18 St. Paul's-churchyard.

FRIDAY, *Sept.* 25, 1857.

BROWN, JOSEPH, Eating-house-keeper, Bridlesmith-gate, Nottingham. Aug. 31. *Trustees*, W. Burgass, Coal Merchant, Nottingham; C. Perry, Brewer, Nottingham. *Sol.* Shelton, Angel-row, Nottingham.

BRUFORD, FRANCIS, & SAMUEL DYER, Merchants, Bristol. Aug. 26. *Trustee*, G. Thomas, Accountant, Bristol. *Sol.* Brittan, Bristol.

BRUFORD, FRANCIS, Merchant, Bristol. Aug. 26. *Trustee*, G. Thomas, Accountant, Bristol. *Sol.* Brittan, Bristol.

BRUFORD, FRANCIS, & SAMUEL DYER, both of Bristol, IGNATIUS DAVIS, Barnstaple, Devon, & FERDINAND BEESTON, Ross, Herefordshire, Merchants and Shipowners. Sept. 8. *Trustees*, W. H. Harford, G. O. Edwards, W. G. Coles, & J. Bates, Bankers; J. G. Shaw, T. Chope, & J. Wood, Merchants, all of Bristol. *Sol.* Prichard, 12 Corn-st., Bristol.

DAVENPORT, JAMES, Saw Manufacturer, Sheffield. Sept. 1. *Trustees*, J. Raynor, Book-keeper, Sheffield; C. Birchall, Accountant, Sheffield. *Sol.* Patteson, 18 Bank-st., Sheffield.

DONNE, PHILLIP, Draper, Ivor-st., Dowlais, Glamorganshire. Sep. 7. *Trustees*, C. Bird, Merchant, Manchester; C. Marklove, Provision Merchant, Cardiff, Glamorganshire. *Sol.* Shipman, Manchester.

DYER, SAMUEL, Merchant, Bristol. Aug. 26. *Trustee*, G. Thomas, Accountant, Bristol. *Sol.* Brittan, Bristol.

GURD, HENRY, Woollen Draper, Landport, Southampton. Sep. 5. *Trustees*, R. Southall, King-st., Joseph Hanson, Aldermanbury, Warehousemen, London. *Sols.* Mason & Sturt, 7 Gresham-st.

JONES, THOMAS, & JOHN BESSEM MOORE, Soap Manufacturers, Bristol. Sep. 8. *Trustees*, W. G. Coles, & G. O. Edwards, Bankers, Bristol. *Sols.* Brittan & Son, Small-st., Bristol.

KENT, HENRY, Builder, Saint James's-end, Duston, Northamptonshire. Sep. 1. *Trustees*, W. Hill, Timber Merchant, Hardingstone, Northamtonshire; R. E. Greenough, Merchant, Northampton; G. Bass, Watchmaker, Northampton. *Sol.* Scriven, 4 Derngate, Northampton.

NASH, JOSEPH, Innkeeper, Gainsborough, Lincolnshire. Aug. 24. *Trustees*, W. Graham, Distiller, 114 St. John-st., Clerkenwell; D. Hart, Wine Merchant, Trinity-sq., Tower-hill; J. Laughton, Wharfinger, Gainsborough. *Sol.* Burley, 2 Suffolk-lane, London.

SIMES, CHARLES EDWARD, Draper, 6 Stockwell-ter., Clapham-rd. Sept. 8. *Trustees*, S. Wreford, Warehouseman, Aldermanbury; N. Mason, Warehouseman, Wood-st. *Sols.* Mason & Sturt, 7 Gresham-st.

WIGHTMAN, JESSE, Grocer and Draper, Framlingham, Suffolk. Sept. 18. *Trustees*, H. Garrard, Grocer, Framlingham; J. Hart, Grocer, Framlingham. *Sol.* Clubbe, Framlingham.

WILLIAMS, WILLIAM, & EDWARD WILLIAMS, Builders, Bangor, Carnarvonshire. Sept. 9. *Trustees*, R. Davies, Timber Merchant, Menai-bridge, Anglesey; J. H. L. Hall, Gent., Bangor. *Sol.* Roberts, Bangor.

Professional Partnerships Dissolved.

TUESDAY, *Sept.* 22, 1857.

ARMSTRONG, WILLIAM MATTHEW, & HENRY PHILLIPS, Attorneys and Solicitors, 2 Guildhall-chambers, Basinghall-st.; by mutual consent. June 18.

MOUNSEY, GEORGE, & DANIEL M'ALPIN, Attorneys, Solicitors, and Conveyancers, Carlisle; by mutual consent. Debts due to or from the said firm will be received or paid by either. Sept. 17.

SCHOLEY, JOHN, JOHN MARSDEN, & PHILIP GEORGE SKIPWORTH, Attorneys-at-Law, Solicitors, and Conveyancers, Wakefield, Yorkshire; by mutual consent, as from Aug. 15.

Creditor under Estates in Chancery.

FRIDAY, *Sept.* 25, 1857.

BAKER, JOHN (who died intestate on June 28, 1853), General Dealer, late of Ringwood, Hants. Creditors and incumbrancers to come in and prove their claims on or before Nov. 18, at V. C. Stuart's Chambers.

Winding-up of Joint Stock Company.

TUESDAY, *Sept.* 22, 1857.

LONDON AND EASTERN BANKING CORPORATION.—V. C. Wood has appointed Sept. 28, at 12, at the White Horse Inn, Ipswich, for hearing the petition for winding up this Company, in lieu of Sept. 21.

Scotch Sequestrations.

FRIDAY, *Sept.* 25, 1857.

MILL, ALEXANDER, Merchant and Perfumer, Montrose, now of Glasgow. Oct. 1, at 11, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 21.

SIMPSON, JOHN, *alias* JOHN DOBBIE SIMPSON, Slater, Anderston, Glasgow. Sept. 29, at 2, Faculty-hall, St. George's-pl., Glasgow. *Seq.* Sept. 21.